9556

4328 RV.2

LEATHERWOOD, WALKER, TODD & MANN

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

PRINCE E. CAUTHEN AND DELORIS C. CAUTHEN

TO

GEORGE I. WIKE AND PAUL E. PROFFITT, JR.

Mortgage of Real Estate

I hereby certify that the within Mortgage has been this 7th day of July 1975 at 4:12 P.M. recorded in Book 1344 of Mortgages, page 919

As No.

Register of Mesne Conveyance Greenville County

$ 15,750.00

LEATHERWOOD, WALKER, TODD & MANN
Attorneys at Law
Greenville, South Carolina

Lot R/W West Georgia Rd.,

Grove Tp

2.50
5.6.82

The Mortgagor further covenants and agrees as follows:

1. That it is understood and agreed that the Mortgagee shall have the right to collect and receive all of the rents, issues and profits of the premises described herein, and the Mortgagor does hereby absolutely and unconditionally assign and transfer to the Mortgagee all such rents, issues and profits, and does hereby authorize the Mortgagee, or any agent or attorney of the Mortgagee, upon default hereunder, to take possession of the premises described herein and to collect the rents, issues and profits therefrom and after deducting all reasonable costs and expenses of operation and collection, including reasonable attorney's fees, to apply the net proceeds over and above the indebtedness secured hereby in such manner as the Mortgagee may elect.

2. That it will keep the improvements now existing or hereafter erected on the mortgaged premises insured as may be required from time to time by the Mortgagee against such risks as may be required by the Mortgagee, and in such companies as may be required by the Mortgagee, and that it will keep the buildings on said premises in good repair and will not commit or suffer any waste thereof, and that it will comply with all governmental requirements with respect to the premises and the use thereof.

3. That it will keep all improvements now existing or hereafter erected on the mortgaged premises free from all liens, charges, fees or other expenses of any nature whatsoever, including but not limited to all taxes, assessments and other governmental and municipal dues and charges, and that it will pay all such taxes, assessments and other governmental and municipal dues and charges when due and payable and before any penalty attaches thereto, and that it will deliver to the Mortgagee duplicate receipts therefor.

4. That it will pay all taxes, assessments and other governmental and municipal dues and charges, fees or other expenses of any nature whatsoever, including but not limited to all taxes, assessments and other governmental and municipal dues and charges, and all insurance premiums, when due, and that it will deliver to the Mortgagee duplicate receipts therefor.

5. That it will keep all improvements now existing or hereafter erected on the mortgaged premises insured as may be required from time to time by the Mortgagee against such risks as may be required by the Mortgagee, and in such companies as may be required by the Mortgagee, and that it will keep the buildings on said premises in good repair and will not commit or suffer any waste thereof, and that it will comply with all governmental requirements with respect to the premises and the use thereof.

6. That if there is a default in any of the terms, conditions or covenants of the Mortgage or any note secured hereby, then at the option of the Mortgagee, all sums due under the Mortgage or to the Mortgagee under any note secured hereby shall at once become due and payable, and the Mortgagee may have the premises described herein sold in the manner provided by law for the foreclosure of mortgages on real estate, and the Mortgagee may be a purchaser at such sale, and the proceeds of such sale shall be applied first to the payment of all costs and expenses of such sale, including a reasonable attorney's fee, and then to the payment of the indebtedness secured hereby, and the balance, if any, to be paid over to the Mortgagor or to any other person or persons legally entitled thereto.

7. That the Mortgagee may at any time after default hereunder, at its option, take possession of the premises described herein, collect the rents, issues and profits therefrom, and apply the same, less all costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as the Mortgagee may determine.

8. That the waiver by the Mortgagee of any default of the Mortgagor shall not be deemed to be a waiver of any other default by the Mortgagor hereunder.

9. That the covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular shall include the plural and the plural the singular, and the use of any gender shall be applicable to all genders.

10. That it will pay, when due, all taxes, public assessments, and all governmental and municipal dues and charges against the mortgaged premises. That it will comply with all governmental requirements with respect to the premises.

11. That it will keep all improvements now existing or hereafter erected on the mortgaged premises insured as may be required from time to time by the Mortgagee against such risks as may be required by the Mortgagee, and in such companies as may be required by the Mortgagee, and that it will keep the buildings on said premises in good repair and will not commit or suffer any waste thereof, and that it will comply with all governmental requirements with respect to the premises and the use thereof.

12. That it will pay, when due, all taxes, public assessments, and all governmental and municipal dues and charges, fees or other expenses of any nature whatsoever, including but not limited to all taxes, assessments and other governmental and municipal dues and charges, and all insurance premiums, when due, and that it will deliver to the Mortgagee duplicate receipts therefor.

13. That it will keep all improvements now existing or hereafter erected on the mortgaged premises free from and after any and all liens, charges, fees or other expenses of any nature whatsoever, including but not limited to all taxes, assessments and other governmental and municipal dues and charges, and all insurance premiums, when due, and that it will deliver to the Mortgagee duplicate receipts therefor.

14. That it will pay, when due, all taxes, public assessments, and all governmental and municipal dues and charges against the mortgaged premises. That it will comply with all governmental requirements with respect to the premises.

15. That it hereby assigns all rents, issues and profits of the mortgaged premises, and that it will pay to the Mortgagee, upon demand, an amount equal to the rents, issues and profits of the mortgaged premises, with interest thereon at the rate provided in the note secured hereby, and that it will take possession of the premises and collect the rents, issues and profits therefrom and after deducting a reasonable sum for its services and after deducting all costs and expenses of operation and collection, including reasonable attorney's fees, apply the net proceeds over and above the indebtedness secured hereby in such manner as the Mortgagee may elect.

16. That if there is a default in any of the terms, conditions or covenants of the Mortgage or any note secured hereby, then at the option of the Mortgagee, all sums due under the Mortgage or to the Mortgagee under any note secured hereby shall at once become due and payable, and the Mortgagee may have the premises described herein sold in the manner provided by law for the foreclosure of mortgages on real estate, and the Mortgagee may be a purchaser at such sale, and the proceeds of such sale shall be applied first to the payment of all costs and expenses of such sale, including a reasonable attorney's fee, and then to the payment of the indebtedness secured hereby, and the balance, if any, to be paid over to the Mortgagor or to any other person or persons legally entitled thereto.

17. That the waiver by the Mortgagee of any default of the Mortgagor shall not be deemed to be a waiver of any other default by the Mortgagor hereunder.

18. That the covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular shall include the plural and the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the Mortgagor's hand and seal this 7th day of July, 1975.

SIGNED, sealed and delivered in the presence of:

(SEAL)
(SEAL)
(SEAL)
(SEAL)

PROBATE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Personally appeared the undersigned witness and made oath that (s)he saw the within named mortgagor sign, seal and as its act and deed deliver the within written Mortgage, and that (s)he with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 7th day of July, 1975.

(SEAL)
Notary Public for South Carolina
My commission expires:

RENUNCIATION OF DOWER

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

I, the undersigned wife of the above named mortgagor, do hereby renounce, release and forever relinquish unto the within mentioned and described mortgagee, its successors and assigns, all my interest and estate, and also my right of dower, of and in all and singular the premises within mentioned and described.

GIVEN under my hand and seal this 7th day of July, 1975.

(SEAL)
Notary Public for South Carolina
My commission expires:

RECEIVED JUL 7 1975