

Sep 1339 878

The Mortgagor further covenants and agrees as follows:

1. That this mortgage shall secure the Mortgage for such funds, sums or may be advanced hereafter, at the option of the Mortgagor, for the payment of taxes, insurance premiums, public assessments, rents, expenses, or costs, or interest to the holder of the Mortgage, or to the Mortgagor, or to the Mortgagee, for any further and additional indebtedness which may be made or incurred by the Mortgagor. Also, it is so agreed that the Mortgagee, like as the original trustee, shall have power to extend the term of the Mortgage. Also, it is so agreed that the Mortgagee shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagor unless otherwise provided in writing.
2. That it will keep the improvements now existing on hereafter erected on the mortgaged property unencumbered as may be required from time to time by the Mortgagee against loss by fire and any other hazard specified in Mortgage, or in amounts less than the mortgage debt, or in such amounts as may be required by the Mortgagee and in proportions acceptable to it, and that all such repairs and renewals thereof shall be held by the Mortgagor, and shall attach to his personal chattels and fixtures appertaining to the Mortgaged, until the same shall pay all amounts then or which shall thereafter become due and payable by the Mortgagor, the principal of any sums owing the Mortgagee, principal and interest, with one-half percent per month, upon the amount of the Mortgage debt to the extent of the balance owing on the Mortgage debt, whether due or not.
3. That it will keep the improvements now existing on hereafter erected on the mortgaged property unencumbered as may be required from time to time by the Mortgagee against loss by fire and any other hazard specified in Mortgage, or in amounts less than the mortgage debt, or in such amounts as may be required by the Mortgagee and in proportions acceptable to it, and that all such repairs and renewals thereof shall be held by the Mortgagor, and shall attach to his personal chattels and fixtures appertaining to the Mortgaged, until the same shall pay all amounts then or which shall thereafter become due and payable by the Mortgagor, the principal of any sums owing the Mortgagee, principal and interest, with one-half percent per month, upon the amount of the Mortgage debt to the extent of the balance owing on the Mortgage debt, whether due or not.
4. That it will pay, when due, all taxes, public assessments, and other assessments, and all other charges, expenses and costs, including attorney's fees, against the mortgaged premises. That it will comply with all governmental and municipal laws, rules and regulations affecting the mortgaged premises.
5. That it hereby assigns all rents, issues and profits of the mortgaged premises, free and clear, and is it hereby acknowledged that, should legal proceedings be instituted pursuant to this instrument, any judge having jurisdiction over the same, or who may appoint a receiver of the mortgaged premises, shall full authority to take possession of the mortgaged premises. That the rights, expenses and profits, including a reasonable rental to be fixed by the Court in the event said premises are occupied by the trustee, and after deducting all charges and expenses often for such proceeding and the execution of its trust as receiver, shall apply the value of the rents, issues and profits toward the payment of the debt secured hereby.
6. That if there is a default in any of the terms and conditions of or covenants of this instrument or of the note secured hereby, then, at the option of the Mortgagee, all sums then owing by the Mortgagor to the Mortgagee shall be made immediately due and payable, and this mortgage may be foreclosed. Should any legal proceedings be instituted for the forced sale of this note or debt, should the Mortgagee become entitled to a part of the sum involved in the Mortgage or the title to the premises, he shall retain the same, and the debt secured hereby, or any part thereof, shall be paid in the last place and attorney at law fee collected by set off. However, all costs and expenses incurred by the Mortgagee, including a reasonable attorney's fee, shall thereafter be recovered and paid off as aforesaid or on demand, at the option of the Mortgagee, as a part of the debt secured hereby, and may be recovered and enforced as aforesaid.
7. That the Mortgagor shall hold and keep the property above described and that there is a default under this instrument or in the note secured hereby. It is the true meaning of this instrument that if the Mortgagor shall fully perform all the terms, conditions, and covenants of the mortgage, and of the note secured hereby, that then this mortgage shall be utterly null and void, otherwise to remain in full force and virtue.
8. That the covenants herein contained shall bind, and the benefits and advantages shall accrue to, the respective heirs, executors, administrators, successors and assigns, of the parties hereto. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the Mortgagor's hand and seal this 4th day of June 1976

SIGNED, sealed and delivered in the presence of:

*W. Clark Denton*  
*Sam L. Stephen*

1976

*Robin J. Barnes* (SEAL)  
*Tina C. Barnes* (SEAL)  
*Roger J. Barnes* (SEAL)  
*Robin J. Barnes* (SEAL)

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

## PROBATE

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

SWORN to before me this 4th day of June 1976

Notary Public for South Carolina  
My Commission Expires: 9-29-81

(SEAL)

*Sam L. Stephen*STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

## RENUNCIATION OF DOWER

I, the undersigned Notary Public, do hereby certify unto all whom it may concern, that the undersigned wife (wives) of the above named mortgagor(s) respectively, did this day appear before me, and each, upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person whatsoever, renounce, release and forever relinquish unto the mortgagor(s) and the mortgagor(s)' heirs or successors and assigns, all her interest and estate, and all her right and claim of dower of, in and to all and singular the premises within mentioned and released.

GIVEN under my hand and seal this

4th day of June 1976

Notary Public for South Carolina  
My commission expires: 9-29-81

(SEAL)

*Tina C. Barnes*

RECORDED JUN 10 1976 At 4:14 P.M.

32233

## Mortgage of Real Estate

I hereby certify that the within Mortgage has been

Dated 10th day of June 1976 at 4:14 P.M. recorded in Book 1369 of Mortgages, page 827.

As No.

TO

Robin J. Barnes and  
Tina C. Barnes

Gordon C. Carter

✓ STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

LONG, BLACK & GASTON  
ATTORNEYS AT LAW  
100 East North Street  
Greenville, S.C. 29601  
\$ 3,000.00  
Lot 15, Ogden Dr., Ogden Acres

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