

AND IT IS AGREED, by and between the parties that should legal proceedings be instituted for the collection of the debt secured hereby, then the mortgagee, its his successors, heirs or assigns, shall have the right to have a receiver appointed of the rents and profits of the premises, who, after deducting all charges and expenses attending such proceedings, and the execution of the trust as receiver, shall apply the residue of the rents and profits towards the payment of the debt secured hereby.

AND IT IS FURTHER AGREED, by and between the parties that should legal proceedings be instituted for the foreclosure of this mortgage, or should the mortgagee become a party to any action by reason of this mortgage, or should the debt secured hereby be placed in the hands of an attorney at law for collection, by suit or otherwise, all costs and expenses incurred by the mortgagee, including a reasonable attorney's fee, shall thereupon become due and payable as a part of the debt secured hereby, and may be recovered and collected hereunder.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties, that if the mortgagor does and shall well and truly pay, or cause to be paid, unto the mortgagee, its/his successors, heirs and assigns, the debt or sum of money aforesaid, with interest thereon, and if any shall be due, according to the true intent and meaning of the note and this mortgage, then this mortgage shall cease, determine, and be utterly null and void; otherwise it shall remain in full force and virtue.

AND IT IS AGREED, by and between the said parties, that the mortgagor should hold and enjoy the premises until default of payment shall be made.

Any reference in this instrument to the plural shall include the singular, and any reference to the neuter shall include the male and female, the male shall include the female, and vice versa.

WITNESS the hand and the seal of the mortgagor.

Date: September 21, 1983

IN THE PRESENCE OF:

James B. Harrison
David L. Harris

H. Frank Poston (SEAL)
H. FRANK POSTON
Virginia M. Poston (SEAL)
VIRGINIA M. POSTON

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE } PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named mortgagor, sign, and Seal, and as his act and deed deliver the within written mortgage, and that (s)he with the other witness whose signature appears above, witnessed the execution thereof.

SWORN to before me (date) September 21, 1983
David L. Harris (SEAL)

James B. Harrison
(Witness)

NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 10/26/88

STATE OF SOUTH CAROLINA } NO RENUNCIATION OF DOWER NECESSARY; MORTGAGORS ARE
COUNTY OF } NOT MARRIED

I, the undersigned Notary Public, do hereby certify unto all whom it may concern that the undersigned wife of the within named mortgagor did this day appear before me and, 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 or persons whomsoever, renounce, release and forever relinquish unto the within named mortgagee its/his heirs, successors and assigns, all her interest and estate and also her right and claim of dower in or to all and singular the premises described herein.

(Wife of Mortgagor)

Sworn to before me (date) _____

(Seal)

NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission expires: _____

RECORDED SEP 23 1983 at 2:38 P.M.

9863

SEP 23 1983
David R. Harrison
Attorney at Law
P. O. Box 412
Pickens, SC 29571

PMC 9-23
MORTGAGE
M.D. 209

State of South Carolina
COUNTY OF GREENVILLE
H. FRANK POSTON AND VIRGINIA M. POSTON
Mortgagor

TO
FIRST CITIZENS BANK
Mortgagee

Real Estate Mortgage
(Individual)

I hereby certify that the within Real Estate Mortgage was filed for record in my office at 2:38 P. M. o'clock on the 23 day of September, 1983, and was immediately entered upon the proper indexes and duly recorded in Book 1627 of Real Estate Mortgages, page 187

R.M.C./Clerk of Court
Greenville County, S. C.

\$10,000.00
Lot 51
Rosedale
Chick springs Tp.

4328 RV-23