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HORTON, DRAWDY, MARCHBANKS, ASHMOORE, CHAPMAN & BROWN, P.A. 307 PETT. STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

BOOK 1330 PAGE 773 37 PAGE 330

FILED MORTGAGE OF REAL ESTATE GREENVILLE CO. S. C. TO ALL WHOM THESE PRESENTS MAY CONCERN: DONNIE S. TANKERSLEY R.M.C.

RETURN TO CHARLES W. SPENCE

WHEREAS, Thomas B. Huguenin,

hereinafter referred to as Mortgagor) is well and truly indebted unto The Citizens and Southern National Bank of South Carolina personal guaranty of a partnership, of Riddle Farms, Ltd., a limited (hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Eleven Thousand Five Hundred and 00/100

GREENVILLE CO. S. C. RETURN MAR 24 11 26 AM '76 CHARLES W. SPENCE DONNIE S. TANKERSLEY R.M.C. PAID AND FULLY SATISFIED MAR 24 1976 RECORDED 1330 PAGE 774 PAID \$ 1.00 21262

- (3) That it will keep all improvements now existing or hereafter erected in good repair, and, in the case of a construction loan, that it will continue construction until completion without interruption, and should it fail to do so, the Mortgagee may, at its option, enter upon said premises, make whatever repairs are necessary, including by the completion of any construction work underway, and charge the expenses for such repairs or the completion of such construction to the mortgage debt.
(4) That it will pay, when due, all taxes, public assessments and other impositions or principal charges, fines or other impositions against the mortgaged premises. That it will comply with all laws, ordinances and regulations affecting the mortgaged premises.
(5) That it hereby assigns all rents, issues and profits of the mortgaged premises, and after any default hereunder, and agrees that, should legal proceedings be instituted pursuant to this mortgage, by a judge having jurisdiction, at Chambers or otherwise, appoint a receiver of the mortgaged premises, with full authority to collect, receive, and account for the rents, issues and profits, including a reasonable rental to be fixed by the Court in the event said premises are occupied by the mortgagor and after deducting all charges and expenses attending such proceeding and the execution of any judgment rendered, shall apply the residue 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, conditions, or covenants of this mortgage, or of the note secured hereby, then, at the option of the Mortgagee, all sums then owing by the Mortgagor to the Mortgagee shall become immediately due and payable, and this mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the Mortgagee become a party to any suit involving this Mortgage or the title to the premises described herein, or should the debt secured hereby or any part thereof be placed in the hands of any attorney at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee, shall thereupon become due and payable immediately or on demand, at the option of the Mortgagee, as a part of the debt secured hereby, and may be

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