

cerned is hereby authorized and directed to make payment for such loss directly to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration of the property damaged. In the event of foreclosure of this mortgage, or other transfer of title to the mortgaged premises in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

6. That he hereby assigns all the rents, issues, and profits of the mortgaged premises from and after any default hereunder, and should legal proceedings be instituted pursuant to this instrument, then the Mortgagee shall have the right to have appointed a receiver of the rents, issues, and profits, who, after deducting all charges and expenses attending such proceedings and the execution of his trust as receiver, shall apply the residue of the rents, issues, and profits toward the payment of the debt secured hereby.

7. Without affecting the liability of any person (other than any person released pursuant hereto) for payment of any indebtedness secured hereby, and without affecting the priority or extent of the lien hereof upon any property not specifically released pursuant hereto, Mortgagee may at any time and from time to time, without notice and without limitation as to any legal right or privilege of Mortgagee:

(a) Release any person liable for payment of any indebtedness secured hereby; (b) Extend the time or agree to alter the terms of payment of any of the indebtedness; (c) Accept additional security of any kind; (d) Release any property securing the indebtedness; (e) Consent to the creation of any easement on or over the premises or any covenants restricting use or occupancy thereof.

It is agreed that the Mortgagor shall hold and enjoy the premises above conveyed until there is a default under this mortgage or in the note(s) secured hereby. If the Mortgagor shall fully perform all the terms, conditions, and covenants of the mortgage, and of the note(s) secured hereby, then this mortgage shall be null and void, otherwise to remain in full force and virtue. If there is a default in any of the terms, conditions, or covenants of this mortgage, or of the note(s) 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 shall be foreclosed. Should the Mortgagee become a party to any suit involving this mortgage or the title to the premises described herein (excluding legal proceeding instituted for foreclosure or for the collection of the debt secured hereby) all costs and expenses reasonably incurred by the Mortgagee, and a reasonable attorney's fee shall be secured hereby and shall become due and payable thirty (30) days after demand. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the debt secured hereby or any part thereof be placed in the hands of an attorney at law for collection by suit or otherwise, all costs and expenses including reasonable attorney's fees shall be secured hereby, shall become due and payable immediately or on demand, and may be secured and collected hereunder. The Mortgagor waives the benefit of any appraisal laws of the State of South Carolina.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural and the use of any gender shall be applicable to all genders and the term "Mortgagee" shall include any assignee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

FILED
GREENVILLE
SEP 16 1980
Lote 21, 25 & 26 Green

WITNESSETH HIS hand(s) and seal(s) this 5th day of SEPTEMBER 1980

Signed, sealed and delivered in the presence of:

Timothy F. Easlebits (Seal) LEROY CREED CHILDRESS (Seal)

Dianne C. Edwards (Seal) SEP 16 1980 5:27

WITNESS: Timothy F. Easlebits (Seal) HOMEOWNERS LOAN & CONSUMER DISC. (PAID AND FULLY SATISFIED THIS 16TH of September, 1980)

STATE OF SOUTH CAROLINA COUNTY OF SPARTANBURG BY: Timothy F. Easlebits (Seal)

Personally appeared before me TIMOTHY F. EASLEBITS: and made oath that he saw the within named LEROY CREED CHILDRESS

sign, seal, and as HIS set and seal deliver the within deed, and that deponent with DIANNE C. EDWARDS witnessed the execution thereof

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE d/b/a GECC FINANCIAL SERVICES MORTGAGE OF REAL ESTATE P.O. BOX 5353, SPARTANBURG, SC 29304

Whereas LEROY CREED CHILDRESS (Name or name as they appear on the deed instrument)

of the County of GREENVILLE in the State aforesaid, hereinafter called the Mortgagor, is indebted to Homeowners Loan & Consumer Discount Company, a corporation doing business under the laws of the State of South Carolina, hereinafter called Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference in the principal sum of TWENTY THREE THOUSAND NINE HUNDRE & EIGHTY ONE DOLLARS & 16/100s (\$ 23981.16).

Whereas the Mortgagee, at its option, may hereafter make additional advances to the Mortgagor on his

SEP 8 1980

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