

0261

The Mortgagor further covenants and agrees as follows:

- (1) That this mortgage shall secure the Mortgagor for such further sums as may be advanced hereafter, at the option of the Mortgagor, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagor for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagor so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced 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 or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagor against loss by fire and any other hazards specified by Mortgagor, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagor, and in companies acceptable to him, and that all such policies and renewals thereof shall be held by the Mortgagor, and have attached thereto loss payable clauses in favor of, and in form acceptable to the Mortgagor, and that it will pay all premiums thereon when due; and that it does hereby assign to the Mortgagor the proceeds of any policy insuring the mortgaged premises and does hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagor, to the extent of the balance owing on the Mortgage debt, whether due or not.
- (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 Mortgagor may, at its option, enter upon said premises, make whatever repairs are necessary, including 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 governmental or municipal charges, fines or other impositions against the mortgaged premises. That it will comply with all governmental and municipal laws and regulations affecting the mortgaged premises.
- (5) That it hereby assigns all rents, issues and profits of the mortgaged premises from and after any default hereunder, and agrees that, should legal proceedings be instituted pursuant to this instrument, any judge having jurisdiction may, at Chambers or otherwise, appoint a receiver of the mortgaged premises, with full authority to take possession of the mortgaged premises and collect 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 its trust as receiver, 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 Mortgagor, all sums then owing by the Mortgagor to the Mortgagor 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 Mortgagor 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 Mortgagor, and a reasonable attorney's fee, shall thereupon become due and payable immediately or on demand, at the option of the Mortgagor, as a part of the debt secured hereby, and may be recovered and collected hereunder.
- (7) That the Mortgagor shall hold and enjoy the premises above conveyed until there is a default under this mortgage 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 benefit 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, the plural the singular, and the use of any gender shall be applicable to all genders.
- (9) If the mortgagor should convey the property or any interest therein, to any other party without first obtaining written consent from the mortgagor, or should a creditor, receiver, or trustee in bankruptcy obtain any interest in the property or should any party obtain an interest by attachment or any means other than inheritance (or will), the entire principal balance with interest and service charge accruing thereon shall become immediately due and payable at option of the mortgagor.
- (10) Mortgagor shall be entitled to receive any sums which have been or may be awarded mortgagor for the condemnation of the premises or any part thereof for public use and sums which may be awarded mortgagor for damages caused by public works or construction on or near the premises. All such proceeds and awards are hereby assigned to mortgagor, and mortgagor upon request by mortgagor agrees to make, execute and deliver any additional assignments or documents which may be necessary from time to time to enable mortgagor, at the option, to collect and receipt for same. Unless otherwise agreed, any sum received by mortgagor under the provisions of this paragraph shall be applied to the payment of principal, whether then matured or not, in the inverse order of the maturity.
- (11) If mortgagor fails to pay any installment of principal or interest or any other amount on any prior mortgage when the same becomes due, mortgagor may pay the same, and mortgagor on demand will repay the amount so paid with interest thereon at the rate set forth in the note, and the same shall be added to the mortgage indebtedness and be secured by this mortgage.

WITNESS the Mortgagor's hand and seal this 26th day of October 1973

SIGNED, sealed and delivered in the presence of:

Patsy Howard (SEAL)
Jesse D. Brown (SEAL)
Ruby D. Brown (SEAL)
 (SEAL)

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

PROBATE

Patsy Howard Personally appeared the undersigned witness and made oath that (she saw the within named mortgagor sign, seal and as his 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 26th day of October 1973 *Patsy Howard* (SEAL)

Notary Public for South Carolina
My Commission Expires:

By Commission Expires October 5, 1982

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, threat or fear of any person whatsoever, renounce, release and forever relinquish unto the mortgagee(s) and the mortgagee(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

26th day of October 1973
Atty Commission Expires October 5, 1982 (SEAL)

Notary Public for South Carolina
My commission expires:

Mrs Jessie D. Brown (Ruby)

OCT 31 1973 11972

TO
C N Mortgages, Inc.

RECORDING FEE	✓	OCT 31 1973
PADS	3.00	11972
STATE	SOUTH CAROLINA	
COUNTY	Greenville	

Brown, Jesse Dean
a/k/a Brown, Jessie Dean
Brown, Ruby G.

Mortgage of Real Estate
I hereby certify that the within Mortgage has been
this 31 day of October 1973
1973 at 2:44 P.M. recorded in
Book 1294 of Mortgages, page 265
As No. _____

Recorder of Deeds Conveyance GREENVILLE COUNTY
W. A. Smith & Co., Office Supplies, Greenville, S. C.
Form No. 142
14, 199-84
27-3/4 Acres, Prop. Carl C
Bowers.

4328 R/W/2