

The Mortgagor further covenants and agrees as follows:

- (1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readances or credits that may be made hereafter to the Mortgagor by the Mortgagee 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 Mortgagee unless otherwise provided 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 Mortgagee against loss by fire and any other hazards specified by Mortgagee, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals to meet shall be held by the Mortgagee, and have attached thereto loss payable clauses in favor of, and in form acceptable to the Mortgagee, at least that it will pay premiums therefor when due, and that it does hereby assign to the Mortgagee 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 Mortgagee, 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 Mortgagee 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 environmental 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 over such numbers, 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 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, in any part, be called, placed in the hands of an attorney at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee, shall be recoverable and payable immediately or on demand, at the option of the Mortgagee, 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 intent of this instrument that the Mortgagor shall fully perform all the terms, conditions and covenants of this mortgage, and, if 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 the beneficiaries and the 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 seal this 13 day of February 1978.

SIGNED sealed and delivered in the presence of:

Marsha A. Draxxell
Michael C. Hallman

February 13 1978

A. J. Prince Builders, Inc. (SEAL)
By: *A. J. Prince* (SEAL)
President (SEAL)

(SEAL)

(SEAL)

STATE OF SOUTH CAROLINA

COUNTY OF Greenville

PROBATE

Letters of appointment of the aforesigned witness and notary public, that is to say the within named mortgagor sign, seal and affix his or her name to this instrument and affix his or her seal to the same, and that he or she, or the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 13 day of February 1978

Marsha A. Draxxell (SEAL)
Notary Public for South Carolina

To be executed on or before _____ 7-22-85

Michael C. Hallman

STATE OF SOUTH CAROLINA

COUNTY OF

RENUNCIATION OF DOWER

Corporate Mortgagor

I, the undersigned, a Notary Public, do hereby certify unto all whom it may concern, that the undersigned wife (wives) and/or husband (husbands), respectively, did this day appear before me, and I, upon being privately and separately examined by me, did declare that she/he, freely, voluntarily, and without any compulsion, freed or parted from the property, however, tenement, release and forever relinquish unto the mortgagee(s) all the undersigned's rights, title, and interest, in her interest and estate, and all her right and claim of dower of, in and to all and singular the premises herein mentioned and described.

Given under my hand this 19 day of February 1978.

19

RECORDED FEB 14 1978 At 12:55 P.M.

REC'D 31

A. J. Prince Builders, Inc.

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

✓ X 2/22/78

TO

NCNB Mortgage South, Inc.

CONSTRUCTION LOAN MORTGAGE OR REAL ESTATE

I hereby certify that the writer M. Draxxell signed this instrument on the 13th day of February 1978.

12:55 P.M. Mortgage No. 1423

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Received at NCNB Mortgage South, Inc., Greenville, S.C. on the 13th day of February 1978.

NCNB MORTGAGE SOUTH, INC.

\$44,000.00
Lot 66, Lipizzan Way & Audubon
Trail, Heritage Lake

4329 RW22