

1620-87139

The Mortgagor further covenants and agrees:

- (1) That this mortgage shall secure the Mortgagor to the holder of this note, all debts, obligations and liabilities now existing or hereafter arising, due or to become due, or to be paid, by the Mortgagor for the payment of taxes, insurance premiums, public assessments, charges of any kind, or other expenses which may be required from time to time by the Mortgagor to pay or satisfy the same, and also all debts, obligations and liabilities now existing or hereafter arising, due or to become due, or to be paid, by the Mortgagor to the holder of this note, or to the holder of any other notes, bonds, or obligations, or to the holder of any other indebtedness, or to the holder of any other security, or to the holder of any other interest, or the total indebtedness, now existing, due or to become due, or to be paid, by the Mortgagor to the holder of this note, or to the holder of any other notes, bonds, or obligations, or to the holder of any other indebtedness, or to the holder of any other security, or to the holder of any other interest, at the same rate as the note, or see debt, and shall be payable in dollars, and the Mortgagor shall remain liable for the same as provided in writing.
- (2) That it will keep the improvements now existing or hereafter erected on the mortgaged property intact, or may be required from time to time by the Mortgagor against loss by fire and any other hazard specified by Mortgagor, in amounts not to exceed one-half of the insurance debt, or in such amounts as may be required by the Mortgagor, and it will cause to be kept in good condition all such policies of fire and other insurance, and that all such policies and documents relating thereto 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 therefor 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 it 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 waives 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 forced sale of this mortgage, or should the Mortgagor become a party of 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 entirely null and void, otherwise to remain in full force and virtue.
- (8) That the covenants herein contained shall bind, in the benefits 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.

WITNESS the Mortgagor's hand and seal this

5th day of August 1983

SIGNED, sealed and delivered in the presence of:

Elizabeth Johnson

Rodney V. Domen (SEAL)

Pamela R. Domen (SEAL)

(SEAL)

(SEAL)

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

PROBATE

Personally appeared the undersigned witness and made oath that she was the within named mortgagee sign, seal and as its act and deed deliver the within written instrument and that she with the other witness above witnessed the execution thereof.

SWORN to before me this 3d day of August 1983.

Elizabeth Johnson (SEAL)
Notary Public for South Carolina
My Commission expires 3-28-89

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

BENIGNATION 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 mortgagee(s) respectively, did this day appear before me, and each, upon being separately 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 herein mentioned and released.

GIVEN under my hand and seal this

5th day of August 1983

Notary Public for South Carolina
My Commission expires 9-6-88 REcorded August 8, 1983 at 4:45 P.M.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
RODNEY V. DOMEN and
PAMELA R. DOMEN

TO
FOOTHILLS DELTA P. INC.

RE: 1503

Mortgage of Real Estate

I hereby certify that the within Mortgage has been filed on the 8th day of August 1983, in the office of the Clerk of Court at the County of Greenville, State of South Carolina, in the amount of \$3,125.00.

At 6:45 P.M. recorded in Book 1520, page 138, As Note.

Witness: Elizabeth Johnson
Notary Public
County of Greenville

\$3,125.00
Unit 24 HOLLY TOWNE
H.P.K.

LAW OFFICES OF

C. Timothy Sullivan, Attorney

12-28-83