

1620-1880

The Mortgagor further certifies that he is:

- (1) That this mortgage shall secure the Mortgagee's interest in the property described in the instrument, and for the payment of taxes, insurance premiums, and reasonably equivalent expenses of maintenance and repair of the property, and also to secure the Mortgagee from any further encumbrances, real or personal, on the property, in addition to the Mortgage, and the Mortgagee's interest as the total indebtedness thus secured, unless otherwise provided in the instrument, at a rate of 10% above the interest at the same rate as the mortgage debt and shall be payable in advance of the Mortgage debt, and upon demand.
- (2) That it will keep the improvements now existing or hereafter erected on the premises by the Mortgagor, and may be required to do so to time to time by the Mortgagee against loss by fire and any other hazards specified by Mortgagor, in amounts sufficient to meet the insurance debt, or in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and losses which thereof shall be held by the Mortgagee, and I have attached hereto two payable clauses in favor of it, in form acceptable to the Mortgagee, and that it will pay all premiums therefor when due, and that it does hereby assign to the Mortgagee the proceeds of any policies insuring the mortgaged premises and does hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagee, in the event of the failure to pay 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 I do hereby bind the Mortgagee, if it so option, to enter upon said premises, make whatever repairs are necessary, including the completion of my construction work, if necessary, and cause 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 assessments for municipal taxes, taxes or other impositions against the mortgaged premises. That it will comply with all government and local laws and regulations affecting the mortgaged premises.
- (5) That it hereby assigns all rents, issues and profits of the mortgaged premises to me and attorney default herein, and agrees that, should the legal proceedings be instituted pursuant to this instrument, any judge having jurisdiction may, at Chamberlain's expense, 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 default all charges and expenses attending such proceeding and the execution of its trust as receiver, shall apply the receipt 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, covenants of this mortgage, or of the note secured hereby, then, at the option of the Mortgagor, all sums then owing to the Mortgagee by the Mortgagor shall become immediately due and payable, and this mortgage may be foreclosed. Should any legal proceedings be instituted for the removal of this mortgage, or should the Mortgagee become a party of any suit involving this Mortgage or the title to the premises described herein, or should the debt secured thereby 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, even though, at the option of the Mortgagee, as a result of the debt secured hereby, and may be recovered and collected hereunder.
- (7) That the Mortgagor shall hold and enjoy the premises above described until there is a default of, or for this mortgage or in the note secured hereby, by 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 signature hereon is executed jointly and the benefits and burdens of the same shall rest on 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 Mortgagee has and did the 3rd day of August 1983

Donald W. Shelley (SEAL)
Donald W. Shelley

(SEAL)

(SEAL)

(SEAL)

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

PROBATE

Personally appeared the undersigned witness and made oath that she saw the within named mortgage sign, seal and as an act and did deliver the within written instrument and that it is the witness subscriber above witnessed the same to be true.

SWORN to before me this 3rd day of August 1983

James C. Blakely Jr. (SEAL)
Notary Public for South Carolina
My Commission Expires: 1-4-92

Freddie J. Mullins

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

RENUNCIATION OF POWER

I, the undersigned Notary Public, do hereby certify unto all whom it may concern, that the undersigned wife (names of the above named mortgagee, if 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, executors and assigns, all her interests and estate, and all her right and claim of dower of, in and to all and singular the premises within mentioned and related.

OATH under my hand and seal this

3rd day of August 1983

James C. Blakely Jr. (SEAL)
Notary Public for South Carolina
My Commission Expires: 1-4-92

Recorded Aug. 12, 1983 at 4:21 P.M. (SEAL)

Donald W. Shelley

LEAP

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X 520.11 X

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
Mr. DONALD W. SHELLEY

TO

COMMUNITY BANK

Mortgage of Real Estate

I hereby certify that the within Mortgage has been filed
in the office of the Clerk of Court of Greenville County,
South Carolina, on the 12th day of August, 1983, at 4:21 P.M.4:21 P.M. recorded in Book 1620
Page 886 No. 10Notary Public Greenville Greenville County
Brown, Blakely, Mullins, Mason, Lumbard &
Stoudemire, P.A.
Suite 15, 100 E. North Street
P.O. Box 2464
Greenville, South Carolina 29602
\$65,000.00
Lot Simpson St.

LAW OFFICES OF