

1086

## The Mortgagor further covenants and agrees as follows:

1. That this mortgage shall secure the Mortgagor for such sum or sums as may be advanced hereafter, at the option of the Mortgagor, for the payment of taxes, insurance premiums, public assessments, rents, or other charges payable to the lessor or lessors present to the Mortgagor, and that the Mortgagor may further, and, at any time, make advances to the Mortgagor, so long as the same do not exceed the amount of the principal sum then outstanding, and the original amount of the note, or the face thereof. 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 amounts not less than the mortgage debt, or in such amounts as may be required by the Mortgagor, and in companies acceptable to it, 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 full responsibility to, the Mortgagor, and that it will pay all premiums therefor when due, and that it does hereby agree to the Mortgagor the proceeds of any policy insuring the mortgaged premises, and does hereby authorize and permit the company aforesaid to make payment in full directly to the Mortgagor, to the extent of the balance owing on the Mortgage Note, whether due or not.
3. That it will keep all other improvements now existing or hereafter erected in good repair, and in the case of a substantial damage that will interfere with construction or use or portion without interruption, and should it fail to do so, the Mortgagor, at its option, may repair such premises, make whatever repairs are necessary, including the replacement of any construction, material and labor, and charge the expenses for such repairs or the cost of hire of such construction to the mortgage debt.
4. That it will pay, when due, all taxes, public assessments, and other governmental or quasi-governmental charges affecting the mortgaged premises.
5. That it hereby assigns all rents, issues and profits of the mortgaged premises from time to time, due and to become due, to the extent that, should legal proceedings be instituted pursuant to this instrument, any judge having jurisdiction over the same, upon appointment of receiver of the mortgaged premises, such full authority to take possession of the same and give notice to lessees and profiteers, including a reasonable rental to be fixed by the Court, in the event of a proceeding instituted by the mortgagor, and after deducting all charges and expenses arising in such proceeding and the expenses of its trust as receiver, shall apply the same to 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 of record involving the Mortgage, or the title to the premises, lesed 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 reasonable attorney's fees, shall then be paid by the Mortgagor, and payable immediately or on demand, at the option of the Mortgagor, as a part of the debt secured hereby, and may be recovered as a liquidated damages.
7. But the Mortgagor shall hold and let the premises above described until there is a default under this mortgage or in the note secured hereby. If to the true knowledge of the mortgagor, 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 benefits and advantages shall move to, the respective heirs, executors, administrators, successors and assigns, of the parties herein. Wherever used, the singular shall include the plural, the plural the singular, and the use of one gender shall be applicable to all genders.

WITNESS the Mortgagor's hand and seal the 6th day of December 1977

SIGNED, sealed and delivered in the presence of

*Sandra M. Budwell*  
*Alma W. Blau**Jesse Earl Nixon*  
JESSE EARL NIXON

(SEAL)

(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 mortgagor sign, seal and affix his 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 6th day of December 1977 *Jesse Earl Nixon*  
Held by Notary Public for South Carolina  
My Commission Expires: 3/24/87STATE 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, dread or fear of any person whatsoever, renounces, release and forever relinquishes unto the mortgagor(s) and the mortgagor(s)'s heirs or successors and assigns, all her interest and estate, and all her right and claim of dower etc. in and to all and singular the premises within mentioned and released.

GIVEN under my hand and seal this

6th day of December 1977

Notary Public for South Carolina  
My commission expires: 3/24/87*Catherine H. Nixon*  
CATHERINE H. NIXON

17309

✓  
NFS: b. 11.  
Long, Beck: Nixon  
X 17309 X  
STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE  
JESSE EARL NIXON  
4328 8721

RECORDED December 6, 1977 at 11:12 A.M.

\$13,381.20  
Lot 167, Langston Dr. "Sans Souci  
Hgts."  
Register of Deeds Conveyance Greenville County  
LONG, BLACK & GASTON  
ATTORNEYS AT LAW  
109 East North Street  
Greenville, S.C. 29601