

- (4) That it will pay, when due, all taxes, per capita, rents, and other assessments of this property, and all expenses against the mortgaged premises. That it will comply with all governmental and other legal 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 proceeding be instituted pursuant to this instrument, any judge having jurisdiction thereto, at his discretion, 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 Mortgagee shall become immediately due and payable, and this mortgage may be foreclosed. Should any legal proceeding 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 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 Mortgage shall bind and cover 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 effect.
- (8) That the covenants herein contained shall bind, and the benefits and advantages shall accrue 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 an interest in the property or should any party obtain an interest by attachment or any means other than inheritance or wills, or should the mortgagor or the mortgagee be made a party to any action involving the title to the mortgaged premises, or which might affect the security interest of the mortgagor then the entire principal balance with interest and service charge accruing thereon shall be immediately due and payable at the option of the mortgagee.
- (10) Mortgagee 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 same 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 mortgagee, and mortgagee upon request by mortgagee agrees to make, execute and deliver any additional assignments or documents which may be necessary from time to time to enable mortgagee, at the option, to collect and receipt for same. Unless otherwise agreed, the same shall be disbursed 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 date of the same.
- (11) If mortgagee fails to pay any installment of principal or interest or any other amount on any prior mortgage when the same becomes due, mortgagee 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 in arrears and be secured by this mortgage.

WITNESS the Mortgagor's hand and seal this 16th day of December 1977

SIGNED, sealed and delivered in the presence of:

*John B. Miller*

*Carolyn Smith*

SEAL

*Carolyn Smith*

SEAL

*Larry Smith*

SEAL

*Larry Smith*

SEAL

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE }

PROBATE

Personally appeared the undersigned witness and made oath that to the best of his knowledge the within named mortgagor signed and affixed his seal and in my act and deed deliver the within written instrument and that to the best of his knowledge the other witness subscribed above witnessed the execution thereof.

Signed before me the 16th day of December 1977

*John B. Miller*  
Notary Public for South Carolina  
My commission expires 5-8-84

*W. Langford, Jr.*

SEAL

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, excepted of the above named mortgagors 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, renounce, release and forever relinquish unto the mortgagors and the mortgagee via a title or successors and assigns, all her interest and estate, and all her right and claim of dominion of, in and to all and singular the premises within mentioned and related.

GIVEN under my hand and seal this

16th day of December 1977  
*Carolyn Smith*  
Notary Public for South Carolina  
My commission expires 5-8-84

*Carolyn Smith*

SEAL

15622

RECORDED DEC 19 1977 AT 4:09 P.M.

I hereby certify that the within Mortgage has been  
rec'd. 19th day of December  
1977 at 4:09 P.M. as recorded in  
Book J128 of Mortgages, page  
973

Register of Deed Conveyance Greenville County  
STATE OF SOUTH CAROLINA  
1977

Read in full and fully satisfied this

day

CA MORTGAGES, INC.

Witness

Date

#1370000  
Lot 29, Ridgeway Dr., Woodfields

PYLE & LEAPHART  
STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE REC'D 10/10/77  
Carolyn Smith and Larry Smith  
R15622 X  
CN MORTGAGES, INC.

4328 RW 21