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The Mortgagor further covenants and agrees as follows:

(1) That he will engage, should he not be the Mortgagee herein, to pay all taxes and assessments, and to maintain insurance upon the mortgaged premises, to the amount required by the Mortgagee, for any further loans, advances, readvances 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 stated above, that he will keep all buildings now or hereafter erected on the mortgaged premises continuously insured against loss by fire and other hazards in an amount not less than the total debt secured by this mortgage, or the maximum insurable value, whichever is less, in such company or companies as may be satisfactory to the Mortgagee, and that all policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In the event of loss, Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee;

(2) That he will keep the improvements now existing or hereafter erected on the mortgaged property continuously insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly when due any premiums on such insurance for the payment of which he shall have failed to provide. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss, Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee;

(3) That he will keep the improvements now existing or hereafter erected on the mortgaged property in good repair and will not commit or suffer any waste of the mortgaged property;

(4) That he will comply with all governmental and municipal laws, ordinances and regulations affecting the property hereby mortgaged and will pay all taxes, assessments and other charges that may be levied or assessed upon or against the property described herein before the same become delinquent;

(5) That all compensation, awards, damages, claims, rights of action and proceeds of the property hereby mortgaged, or any part thereof, including proceeds of any policies for insurance, are hereby assigned by the Mortgagor to the Mortgagee, who is hereby authorized to collect and receive said proceeds and to give proper receipts and acquittances therefor, and to apply the same, after deducting therefrom all its expenses, including attorneys' fees, to the payment of the indebtedness secured hereby, whether due or not, in such order as the Mortgagee may determine, or to the restoration or repair of the property damaged. In the event any portion of the property is taken by condemnation, the Mortgagee shall be entitled to such portion of the award as may be required to pay the full amount due hereunder, and the Mortgagor agrees to execute such further assignments of any compensation, awards, damages, claims, rights of action and proceeds as the Mortgagee may require;

(6) That if there is a default in any of the terms of the note secured hereby or in any of the terms of this mortgage, or if any action or proceeding is instituted by any person other than the Mortgagor or the Mortgagee which in any manner affects the validity of this mortgage or the title to the premises described herein, or if the Mortgagor shall become insolvent or shall make an assignment for the benefit of creditors or if a receiver shall be appointed for the property of the Mortgagor, or if any proceeding, voluntary or involuntary, shall be instituted by or against the Mortgagor in bankruptcy or under the laws relating to insolvency, or if any proceeding for the dissolution or liquidation of the Mortgagor shall be instituted, whether voluntarily or involuntarily, or if the Mortgagor shall die, or if any federal tax lien shall be imposed against the property hereby mortgaged, or if any legal proceedings be instituted for the foreclosure of any lien or mortgage on the property hereby mortgaged or any part thereof, or if the Mortgagor shall sell, convey or otherwise transfer the title to the premises described herein without the written consent of the Mortgagee, then and in any of such events the whole of the indebtedness hereby secured, including principal and interest, shall, at the option of the Mortgagee, become immediately due and payable, and the Mortgagee shall have the right to foreclose this mortgage and to sell the premises described herein according to law, and the Mortgagee shall be entitled to recover in such action or proceeding all costs and expenses incident thereto, including a reasonable attorney's fee, and the proceeds of such sale shall be applied by the person conducting the sale as follows: first, to the payment of the costs and expenses of the sale, including the fee of the person conducting the sale; second, to the payment of the costs and expenses incurred by the Mortgagee, including attorneys' fees; third, to the payment of the indebtedness secured hereby, whether due or not, in such order as the Mortgagee may determine; and the balance, if any, to the Mortgagor. The Mortgagee may be the purchaser at any sale had hereunder;

(7) That the Mortgagee shall hold and enjoy the premises above conveyed until default be made in the premises of this or the Mortgagor's note, and if the Mortgagor shall well and truly perform the terms of this mortgage and of the note secured hereby, that then this mortgage shall be canceled and surrendered;

(8) That the covenants herein contained shall bind, and 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 19th day of December 1977.

SIGNED, sealed and delivered in the presence of:

James D Calmes III

Nancy P Capps

Josie Butler Stevens (SEAL)

Martha Calmes Stevens (SEAL)

(SEAL)

(SEAL)

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

PROBATE

Personally appeared the undersigned witness and made oath that (s)he saw the within named mortgagor sign, seal and as its act and deed deliver the within written instrument and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 19th day of December 1977.

James D Calmes III (SEAL)

Notary Public for South Carolina.

MY COMMISSION EXPIRES 6/16/26

Nancy P Capps

STATE 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, 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 whomsoever, renounce, release and forever relinquish unto the mortgagee(s) and the mortgagee's(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 within mentioned and released.

GIVEN under my hand and seal this

19th day of December 1977

James D Calmes III (SEAL)

Notary Public for South Carolina.

MY COMMISSION EXPIRES 6/16/26

Martha C. Stevens

RECORDED DEC 30 1977 At 2:59 P.M. 19709

Mortgage of Real Estate

I hereby certify that the within Mortgage has been this 30th day of December, 1977 at 2:59 P.M. recorded in Book 1419 of Mortgages page 947 As No. 19709

Register of Mesne Conveyance Greenville County

LAW OFFICES OF

TRACY DUGGAN

P. O. Box 12102

Research Triangle Park

North Carolina 27709

TO

JOSEPH BUTLER STEVENS

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

$1,500.00

Lot 101 & 102 Gantt Dr., Brookwood

DEC 30 1977

12:2 PM 9234