

1420 43 965

The Mortgagor further covenants and agrees as follows:

- (1) That the Mortgagor will pay to the Mortgagor for such further sum as may be advanced hereafter, at the option of the Mortgagor, for the payment of taxes, insurance premiums, fuel, assessments, rentals or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagor for the payment of all taxes, rentals or other expenses that may be made hereafter to the Mortgagor by the Mortgagor so long as the total indebtedness does not exceed the principal amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage, which shall be payable on demand of the Mortgagor unless otherwise provided in writing.
- (2) That it will keep the property hereinafter described or hereafter erected on the mortgaged property in good repair, as may be required from time to time by the Mortgagor, as well as the land and any other lands specified by Mortgagor, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagor to keep the property in a capital value to it, and that all such policies and renewals thereof shall be held by the Mortgagor, and that it will pay the policies in favor of and in form acceptable to the Mortgagor, and that it will pay all premiums thereafter due on the policies, and that it will pay to the Mortgagor the proceeds of any policy insuring the mortgaged premises and hereby make over such proceeds to the Mortgagor as payment for a loss directly to the Mortgagor, to the extent of the balance owing on the Mortgagor debt, whether due or not.
- (3) That it will keep the property hereinafter described in good repair, and, in the case of a construction loan, that it will cover the same with a sufficient amount of insurance and if it fails to do so, the Mortgagor may, at its option, enter upon said premises, make whatever repairs or improvements it deems necessary for the completion of any construction work underway, and charge the expenses for such repairs or the completion of such work to the Mortgagor.
- (4) That it will pay when due all taxes, rentals, assessments and other governmental or municipal charges, fines or other impositions against the mortgaged premises. That it will comply with all laws and ordinances affecting the mortgaged premises.
- (5) That it hereby agrees to defend and protect 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 for the same. That in the event said premises are occupied by the mortgagor and after deducting all charges and expenses attending such possession and the execution of a 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 advanced by the Mortgagor to the Mortgagor 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 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, 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 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 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 has read and understood
SIGNED, sealed and delivered in the presence of:

Ellen L. Yule

19 day of December 19 77

Ernest B. Smith

(SEAL)

Pineville MS Smith

(SEAL)

(SEAL)

Charles J. Remolo

(SEAL)

STATE OF SOUTH CAROLINA

PROBATE

COUNTY OF Greenville

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 before me this 19 day of December 19 77

Charles J. Remolo (SEAL)

Notary Public for South Carolina

my comm. expires 7/24/79

Ellen L. Yule

STATE OF SOUTH CAROLINA

RENUNCIATION OF DOWER

COUNTY OF Greenville

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, renounce, release and forever relinquish unto the mortgagor(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 within mentioned and released.

GIVEN under my hand and seal this 19

day of December 19 77
Charles J. Remolo (SEAL)

Notary Public for South Carolina

my comm. expires 7/24/79

Pineville MS Smith 21011

At 3:38 P.M.

Southern Bank and Trust Company
Box 189, Piedmont, S.C. 29673

ERNEST SMITH AND
PRINCELLA B. SMITH
9 Patterson Avenue
Piedmont, S.C. 29673
TO

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

I hereby certify that the within Mortgage has been recorded in the office of the Register of Deeds Conveyance Greenville County on 3:38 P.M. recorded in book 1120 on 13th day of January 1978.

\$5,623.92
Lot Piedmont Rd. Grove Tp.
LAW OFFICES OF

4328 RV-2