

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, repair or other expenses pertaining to the premises herein. This mortgage shall also secure the Mortgagor for any further loans, advances, or payments that may be made in relation to the Mortgagor by the Mortgagor, so long as the total indebtedness thus secured does not exceed the original amount stated in the face hereof. 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 mortgaged value, 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 favor of the Mortgagor, and that it will pay all premiums therefor when due, and that it does hereby assign to the Mortgagor the proceeds of any policy insuring the mortgaged premises and does hereby authorize each insurance company so named to make payment of and directly to the Mortgagor to the extent of the balance owing on 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 which will continue construction until completion without interruption, and should it fail to do so, the Mortgagor shall make such repairs and pay such expenses, make whatever repairs are necessary, including the completion of any construction work, and pay all costs and expenses for such repairs or the completion of such construction to the mortgagor debt.

4. That it will pay, when due, all taxes, public assessments, and other governmental charges and expenses arising against the mortgaged premises. That it will comply with all governmental and zoning laws relating to the mortgaged premises.

5. That it hereby assigns all rents, issues and profits of the mortgaged premises from and after the date of this instrument, should legal proceedings be instituted pursuant to this instrument, any judge having jurisdiction over the same, or the appointment of receiver of the mortgaged premises, full authority to take possession of the mortgaged premises, collect rents, issues and profits, including a reasonable rental to be fixed by the Court in the event said premises are sold by the mortgagor and after deducting all charges and expenses attorney's fees, all the expenses incurred and payable immediately or on demand, at the option of the Mortgagor, as a part of the debt secured hereby, and may be recovered at law, or in equity.

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 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 be recoverable, and paid, immediately or on demand, at the option of the Mortgagor, as a part of the debt secured hereby, and may be recovered at law, or in equity.

7. That the Mortgagor shall hold over in the premises above described until there is a default under this mortgage or in the note secured hereby. It is the true intent of this instrument that the Mortgagor shall fully perform all the terms, conditions, and covenants of the mortgage, and if 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's hand and seal this 1st day of February 1978

SIGNED, sealed and delivered in the presence of  
*Sandra M. Budwell*  
*Robert W. Blue*

JAMES C. HART \_\_\_\_\_ (SEAL)

*James C. Hart* \_\_\_\_\_ (SEAL)

FRANCES W. HART \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
*Frances W. Hart* \_\_\_\_\_ (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 1st day of February

*Robert W. Blue*  
 Notary Public for South Carolina.  
 My Commission Expires: 3/24/87

(SEAL)

*Sandra M. Budwell*

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 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

1st day of February 1978  
*Robert W. Blue*  
 Notary Public for South Carolina.  
 My commission expires: 3/24/87

(SEAL)

*Frances W. Hart*

FRANCES W. HART

\_\_\_\_\_  
*Frances W. Hart* \_\_\_\_\_ (SEAL)

RECORDED FEB 2 1978 At 11:31 A.M.

22806

K22806 FEB 2 1978  
 LONG BLACK & GASTON  
 STATE OF SOUTH CAROLINA  
 COUNTY OF GREENVILLE

JAMES C. HART AND FRANCES  
 W. HART

TO

SOUTHERN BANK & TRUST  
 COMPANY

Mortgage of Real Estate

I hereby certify that the within Mortgage has been  
 this 2nd day of February  
 1978 at 11:31 A.M. recorded in

Book 1422 page 397  
 As No \_\_\_\_\_

Register of Deeds Conveyance Greenville County  
 \$12,450.00 *balance*  
 Lot 3 Austin prop. O'Neal Tp.

LONG BLACK & GASTON  
 ATTORNEYS AT LAW  
 109 East North Street  
 Greenville, S.C. 29601

4328 NW-2