

1428 711

The Mortgage contains the following covenants:

1. That the Mortgagor shall pay to the Mortgagor for such purposes as may be agreed hereafter, at the option of the Mortgagor, the principal sum of \$13,605.00, or part thereof, for any other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagor's obligation to pay taxes, real estate taxes, interest, and other charges due to the Mortgagor by the Mortgagor so long as the total amount of all such taxes, real estate taxes, interest, and other charges due to the Mortgagor by the Mortgagor shall be in excess of the amount of the principal sum demanded of the Mortgagor unless otherwise provided in writing.
2. That the Mortgagor shall pay to the Mortgagor for such purposes as may be agreed hereafter or to the mortgaged property as may be required from time to time by the Mortgagor, the sum of \$13,605.00, or part thereof specified by Mortgagor in an amount not less than the mortgage date, or such amount as may be required by law, and that all such payments and amounts thereof shall be paid to the Mortgagor and that it will pay all taxes, real estate taxes, interest, and other charges due to the Mortgagor, except for any delay incurred in the mortgaged premises and does hereby give the Mortgagor the right to make payment for a loss directly to the Mortgagor, to the extent of the balance owing on the Mortgage date when due.
3. That the Mortgagor shall pay to the Mortgagor for such purposes as may be agreed hereafter or to the mortgaged property as may be required from time to time by the Mortgagor, the sum of \$13,605.00, or part thereof specified by Mortgagor in an amount not less than the mortgage date, or such amount as may be required by law, and that all such payments and amounts thereof shall be paid to the Mortgagor and that it will pay all taxes, real estate taxes, interest, and other charges due to the Mortgagor, except for any delay incurred in the mortgaged premises and does hereby give the Mortgagor the right to make payment for a loss directly to the Mortgagor, to the extent of the balance owing on the Mortgage date when due.
4. That the Mortgagor shall pay to the Mortgagor for such purposes as may be agreed hereafter or to the mortgaged property as may be required from time to time by the Mortgagor, the sum of \$13,605.00, or part thereof specified by Mortgagor in an amount not less than the mortgage date, or such amount as may be required by law, and that all such payments and amounts thereof shall be paid to the Mortgagor and that it will pay all taxes, real estate taxes, interest, and other charges due to the Mortgagor, except for any delay incurred in the mortgaged premises and does hereby give the Mortgagor the right to make payment for a loss directly to the Mortgagor, to the extent of the balance owing on the Mortgage date when due.
5. That the Mortgagor shall pay to the Mortgagor for such purposes as may be agreed hereafter or to the mortgaged property from and after any default hereunder, and agrees that should full power of sale be given to the Mortgagor, any justice having jurisdiction may, at Chambers or otherwise, appoint a receiver of the mortgaged property and sell the same for the payment of the taxes, rents, issues and profits in holding a receiver, the costs and expenses of which receiver and sale, and the expenses of advertising and publishing the same, shall be paid by the Mortgagor and after deducting all charges and expenses aforesaid, the net proceeds of such receiver and sale shall apply towards the payment of the rents, issues and profits toward the payment of the debt secured hereby.
6. That if there shall be a default in the payment of any taxes or any part of this mortgage or of the note secured hereby, then, at the option of the Mortgagor, the Mortgagor shall pay to the Mortgagor the amount of the taxes or of the note secured hereby, and this mortgage may be foreclosed and sold, and the proceeds thereof applied for the payment of this mortgage or should the Mortgagor become a party of any suit involving the Mortgagor, the Mortgagor shall be liable for the costs of such suit, the attorney fees and expenses incurred by the Mortgagor and a reasonable attorney's fee shall be paid by the Mortgagor, and the same shall be paid at the option of the Mortgagor, as a part of the debt secured hereby, and may be deducted from the amount of the note secured hereby.
7. That the Mortgagor shall hold and enjoy the premises above described, and that there is a default under this mortgage or in the note secured hereby, the Mortgagor shall still fully perform all the terms conditions and covenants of the mortgage, and if the Mortgagor fails to do so, the Mortgagor shall be liable and held otherwise to remain in full force and virtue.
8. That the personalty belonging to each shall hold, and the benefits and advantages shall accrue to the respective heirs, executors, administrators, successors and assigns of each party 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 Mortgage dated April 7, day of April 1978
SIGNED, sealed and delivered in the presence of:

Margaret A. Buckharter
Charles L. Knucke

DENDY F. SHERMAN (SEAL)
Sylvia Peden Sherman (SEAL)
(SEAL)

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

PROBATE

Personally appeared the undersigned witness and made oath that 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 7 day of April 1978
Charles L. Knucke (SEAL)
Notary Public for South Carolina
my comm. expires 7/24/79

Margaret A. Buckharter

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 whomsoever, 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 7

day of April 1978
Charles L. Knucke (SEAL)
Notary Public for South Carolina
my comm. expires 7/24/79

Sylvia Peden Sherman

30211

JANET R. DAVIS
CLERK OF COURT
GREENVILLE, SOUTH CAROLINA

4/13/78 M-2

RECORDED APR 13 1978 At 10:26 A.M.

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

DENDY F. SHERMAN
Sylvia Peden Sherman
Route 4
Piedmont, S. C. 29673

TO

Mortgage of Real Estate

I hereby certify that the within Mortgage has been filed this 13th day of April 1978

at 10:26 A.M. recorded in Book 1428, page 710, as No. 1428-711

Register of Deeds Conveyance Greenville County

LAW OFFICES OF

\$13,605.00
64.72 Acres w. Franklin Tp.

4328 M-2