The Mortgagor further covenants and agrees as follows:

1. That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, for the purpose of [illegible] the Mortgagor, so long as the total indebtedness thereby secured does not exceed the original amount shown on the face hereof. This mortgage shall secure the Mortgagee for any further loans, advances, readvances, or credits that may be made hereafter to the Mortgagor at the option of the Mortgagee. It is the intention of the parties hereto that this mortgage shall secure the payment of the entire indebtedness evidenced by the note or notes described above, and any renewals or extensions thereof, however many advances may be made thereunder, whether or not the entire amount secured hereby is advanced at the time of the execution of this mortgage. The lien hereof shall be valid as to all indebtedness secured hereby, including future advances, from the time this mortgage is filed for record in the Mortgage Records of Greenville County, South Carolina, until the same is released of record. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand or, if no demand is made, then as provided in the note. Nothing contained in this mortgage shall be construed as obligating the Mortgagee to make any future advances or to extend any further credit to the Mortgagor.

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 Mortgagee against loss by fire and any other hazards specified by Mortgagee, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such 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, and that it will pay all premiums therefor when due, and that at the Mortgagee's option it will deliver to the Mortgagee the policies and policy covering the mortgaged premises and does hereby authorize each insurance company concerned to make payment for loss directly to the Mortgagee 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 on the mortgaged property in good repair and will not commit or suffer any waste of said property. That it will not demolish, remove or substantially alter any of the improvements on the mortgaged property without the prior written consent of the Mortgagee. That it will allow the Mortgagee to inspect said property at all reasonable times and will immediately repair, replace or rebuild any improvement now or hereafter on the mortgaged premises which may become damaged or destroyed, whether or not the proceeds of insurance are sufficient for the purpose. That it will commence promptly such repairs or restoration as the Mortgagee may require and will complete same within six months from the date of damage or destruction. That it will pay the Mortgagee the full amount of the proceeds of insurance if the Mortgagee elects to apply such proceeds to the indebtedness secured hereby, whether or not the mortgage debt is due and payable. In the event the Mortgagee elects to permit the proceeds of insurance to be used for repairs or restoration, the Mortgagee may require, as a condition precedent to the disbursement of such proceeds, that the Mortgagor deposit with the Mortgagee such additional funds as the Mortgagee deems necessary for such repairs or restoration. Any such additional funds deposited with the Mortgagee shall be held by the Mortgagee and disbursed for such repairs or restoration on the same conditions as the insurance proceeds, and shall be applied to the mortgage debt in the event they are not so used.

4. That it will pay, when due, all taxes, public assessments and other governmental charges lawfully levied or assessed against the mortgaged premises. That it will comply with all governmental and municipal laws and regulations applicable to the mortgaged premises.

5. That it hereby assigns all rents, issues and profits of the mortgaged premises to the Mortgagee as additional security hereunder, and agrees that, should legal proceedings be instituted pursuant to this instrument, and judge having jurisdiction thereof shall appoint a receiver of the mortgaged premises, the Mortgagee shall be entitled to take possession of the premises and collect the rents, issues and profits, including those past due. All sums collected by the Mortgagee may be applied, after payment of all charges and expenses, to the indebtedness secured hereby, in such order as the Mortgagee may determine. The Mortgagee, or the Court appointing a receiver, shall have access to the books and records used in the operation and maintenance of the mortgaged premises and shall be liable to account only for those rents actually received. The Mortgagee is not liable to any tenant or occupant of the mortgaged premises for any failure to carry out or perform the obligations of the lessor under any lease. The Mortgagee shall not be liable for any injury, damage or loss sustained by any tenant or occupant of the mortgaged premises or any other person or property. The Mortgagee may exercise its rights under this paragraph without taking possession of the property and without regard to the adequacy of any security for the indebtedness hereby secured. The Mortgagee shall not be required to enter upon, take control of or maintain the property before or after giving notice of the institution of any proceedings hereunder. The Mortgagee shall not be required to post any bond in connection with the appointment of a receiver. The Mortgagee shall not be liable for any loss sustained by the Mortgagor resulting from any action or failure to act by the Mortgagee in the management of the property unless the Mortgagee is guilty of gross negligence or willful misconduct after entering upon and taking possession of the property. All costs and expenses incurred by the Mortgagee, including attorneys' fees, in connection with the exercise of any of the foregoing rights, shall be a demand obligation owing by the Mortgagor to the Mortgagee and may be added to the indebtedness secured hereby. The rights and remedies of the Mortgagee under this paragraph are cumulative of all other rights and remedies provided for herein or by law.

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 Mortgagee, all indebtedness owing by the Mortgagor to the Mortgagee 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 Mortgagee become a party of any suit affecting 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 Mortgagee, including a reasonable attorney's fee, shall be paid by the Mortgagor, and shall be secured by this mortgage. All costs and expenses incurred by the Mortgagee in connection with the exercise of the Mortgagee's rights and remedies hereunder, whether or not legal proceedings are instituted, including reasonable attorneys' fees, shall be paid by the Mortgagor, and shall be secured by this mortgage.

7. That the Mortgagee will hold, release or assign this mortgage when the Mortgagor shall have made no 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's hand and seal this 9th day of November 1979

SIGNED, sealed and delivered in the presence of:

D. E. Sanders
Ernest L. Sapp Jr.

Clois Messick Jr. (SEAL)
Clois Messick, Jr.
June Messick (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 9th day of November 1979

W. Earl Hall
Notary Public for South Carolina
My Commission Expires: 9/29/81

D. E. Sanders

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 or persons 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

9 day of November 19 79

June Messick

W. Earl Hall
Notary Public for South Carolina
My Commission Expires 9/29/81

RECORDED NOV 13 1979 at 4:58 P.M.

16317

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

Clois Messick, Jr.

TO

Associates Financial
Services Company of
South Carolina, Inc.

Mortgage of Real Estate

I hereby certify that the within Mortgage has been this 13th day of Nov. 19 79 at 4:58 P.M. recorded in Book 1488 of Mortgages, page 64

As No.

Register of Mesne Conveyance Greenville County

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

$9,480.00
Lot Co. Rd.

16317

LONG, BLACK & GASTON

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