

1027-1780

The Mortgagee further covenants and agrees as follows:

- (1) That this instrument shall secure the Mortgagor's debt to the Mortgagee in the sum of \$15,000.00, or so much thereof as may be advanced by the Mortgagee for the payment of taxes, insurance premiums, other amounts required to be paid by the Mortgagor, or for any other expenses, fees, charges or credits that may become foreclosed to the Mortgagee by the Mortgagor, so long as the total indebtedness thus secured does not exceed the original amount due, and in the case of an advance, advanced at least interest at the same rate as the mortgage debt and to be payable on demand of the Mortgagee unless otherwise provided.
- (2) That it will keep the improvements now existing or hereafter erected on the mortgaged property, owned as may be required from time to time by the Mortgagee against taxes, fire and any other hazards specified by Mortgagee, in an amount at least than the mortgage debt, or in such amounts as may be required by the Mortgagee, and in compliance therewith, and that all such policies and renewals thereof shall be held by the Mortgagee, and have attached thereto as payable to the Mortgagee, and that it will pay all premiums therefor when due, and that it does hereby assign to the Mortgagee the proceeds of any policy covering the mortgaged premises and does hereby authorize each insurance company concerned to make payment to a lessor 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 in good repair, and in the case of a construction loan, that it will continue contracts until completion, without interruption and shall, if failed to do so, the Mortgagee may, at its option, enter upon said premises, make whatever repairs are necessary, including the completion of any construction work underway, and charge the expenses for such repairs or the completion of such construction to the mortgage debt.
- (4) That it will pay, when due, all taxes, public assessments, and other governmental or municipal charges, fines or other impositions against the mortgaged premises. That it will comply with all governmental and municipal laws and regulations affecting the mortgaged premises.
- (5) That it hereby assigns all rents, issues and profits of 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 to be fixed by the Court in the event said premises are occupied by the mortgagee and after deducting all charges and expenses attending such proceeding and the execution of its trust as receiver, shall apply the residue of the rents, issue 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 Mortgagee all sums then 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 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 in the name, all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee, shall thereupon become due and payable immediately, even demand at the option of the Mortgagee, as a part of the debt secured hereby, and may be recovered and collected hereunder.
- (7) That the Mortgagee 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 accrue 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 Mortgagee's hand and seal this
SIGNED, sealed and delivered in the presence of:

9 day of December 19 80

Jerry Lee Nichols

(SEAL)

Margaret H. Buckminster
Charles J. Nichols

(SEAL)

(SEAL)

STATE OF SOUTH CAROLINA }
COUNTY OF Greenville }

PROBATE

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

SWEORN to before me the 9 day of December 19 80

Charles J. Nichols (SEAL)
Notary Public for South Carolina
Exap 6/14/89

Margaret H. Buckminster

STATE OF SOUTH CAROLINA } Not Required
COUNTY OF }

RENUNCIATION OF POWER

Mortgagor single

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) her right to successions and assigns, all her interest and estate, and all her right and claim of dower of, in and to all and singular the premises wherein mentioned and released.

GIVEN under my hand and seal this

day of

19

(SEAL)

Notary Public for South Carolina

Recorded Dec. 17, 1980 at 10:12 AM 15115

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

RECORDED DEPT. OF RECORDS

TO
Southern Bank and Trust Company
Box 189
Piedmont, South Carolina 29673

Date of Recd. 12-17-80
Recd. by 12-17-80 A.M.
Number Reg. 799 As No. 12-17-80
Name of Mover Conveyance Company
County

Mortgage of Real Estate

LAW OFFICES OF

465 Norman Street
P.O. Box 222

4328 RN-2