

4. That if at any time during the term of this mortgage, and for a period of one year thereafter, the Mortgagor shall fail to pay the principal amount of the note, interest thereon, and taxes, or any other charges and expenses, including attorney's fees, which may be incurred by the Mortgagor in the defense of any legal proceedings, he instituted pursuant to this instrument, the Judge having jurisdiction may, at his discretion, issue a writ of attachment for the recovery of the principal amount of the note, interest and taxes, and all other charges and expenses, including attorney's fees, which may be incurred by the Court in the event said premises are occupied by the Mortgagor and after deducting all charges and expenses attending such proceeding and the execution of its trust as required, shall apply the residue of the rents, issues and profits toward the payment of the debt secured hereby.
5. That if there is a default in any of the terms, conditions, or covenants of the mortgage, or of the note secured hereby, then, at the option of the Mortgagor, all sums then owing to 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 to 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 thereupon become due and payable immediately on demand, at the option of the Mortgagor, as a part of the debt secured hereby, and may be recovered and collected hereunder.
6. That the Mortgagor shall hold and enjoy the premises above described 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.
7. 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.
8. If the mortgagor should convey the property or any interest therein, to any other party without first obtaining written consent from the mortgagor, or should a creditor, receiver, or trustee in bankruptcy obtain an interest in the property or should any party obtain an interest by attachment or any means other than inheritance for which, or should the mortgagor or the mortgagee be made a party to any action involving the title to the mortgaged premises or which might affect the security interest of the mortgagee then the entire principal balance with interest and service charge accruing thereon shall become immediately due and payable at the option of the mortgagee.
9. Mortgagor shall be entitled to receive any sums which have been or may be awarded mortgagor for the condemnation of the premises or any part thereof for public use and sums which may be awarded mortgagor for damages caused by public works or construction on or near the premises. All such proceeds and awards are hereby assigned to mortgagor, and mortgagor upon request by mortgagee agrees to make, execute and deliver any additional assignments or documents which may be necessary from time to time to enable mortgagee, at the option, to collect and receipt for same. Unless otherwise agreed, any sum received by mortgagee under the provisions of this paragraph shall be applied to the payment of principal, whether then matured or not, in the inverse order of the maturity.
10. If mortgagor fails to pay any installment of principal or interest or any other amount on any prior mortgage when the same becomes due, mortgagee may pay the same, and mortgagor on demand will repay the amount so paid with interest thereon at the rate set forth in the note, and the same shall be added to the mortgage indebtedness and be recited by this mortgage.

WITNESS the Mortgagor, and as follows: 16th day of June 19 81

SIGNED, sealed and delivered in the presence of:

*Albert J. Kelley*

*Hannah S. Walker*

Albert J. Kelley (SEAL)

Lillie M. Kelley (SEAL)

Lillie M. Kelley (SEAL)

Lillie M. Kelley (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 16th day of June 19 81  
*Hannah S. Walker* (SEAL) *Albert J. Kelley*  
 Notary Public for South Carolina  
 My Commission Expires June 30, 1986

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 mortgagee(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 16th

day of June 19 81  
*Hannah S. Walker* (SEAL)

Notary Public for South Carolina  
 My commission expires:

June 30, 1986  
 RECORDED JUN 17 1981

at 11:14 A.M.

Lillie M. Kelley

31910

SOUTHERN FINANCIAL SERVICES, INC.

#### Mortgage of Real Estate

#874

C. VICTOR PYLE  
STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE  
ALBERT J. KELLEY & LILLIE M. KELLEY  
JUN 17 1981  
TO

WITNESS Lots 128 & 129 E. Hillcrest Dr

Register of Deeds Conveyance Greenville County  
STATE OF SOUTH CAROLINA  
COUNTY OF

I hereby certify that the within Mortgage has been  
this 17th day of Jun.  
1981 at 11:14 A.M. recorded in  
Book 1544 of Mortgages, page 432.

No.

Paid in full and fully satisfied this day

19

SOUTHERN FINANCIAL SERVICES, INC.

\$10,000.00  
WITNESS  
Lots 128 & 129 E. Hillcrest Dr  
NORTH HILLS