

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on 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 Mortgagee 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 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 it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does hereby authorize such insurance company concerned to make payment for a 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 in good repair, and, in the case of a construction loan, that it will complete construction until completion without interruption, and should it fail to do so, the Mortgagee may, at its option, enter upon said premises, make all major repairs 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 cost to be fixed by the Court in the event said premises are occupied by the mortgagor and after deducting all charges and expenses incurred in such proceedings and the execution of its trust as receiver, shall apply the residue of the rents, issues 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 receiver or trustee for collection by suit or otherwise, all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee, shall be charged to the mortgagor and payable immediately or on demand, at the option of the Mortgagee, as a part of the debt secured hereby, and may be collected 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, in and to 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.

IN WITNESS WHEREOF, Mortgagor has caused this instrument to be executed and delivered by its duly authorized officer (s) this 17th day of August 1983

*Robert M. Ariail*  
*Ernie J. ...*

RONALD A. JORDAN, INC. (S)  
a corporation  
By *Worth Kiger* Vice-President  
and \_\_\_\_\_ Secretary

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

PROBATE

Personally appeared the undersigned witness and made oath that (s)he saw the within named mortgagor by it's duly authorized officer(s) sign, seal and as its act and deed of said corporation executed and deliver the within written instrument and that (s)he, with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 17th day of August 1983.

*Ernie J. ...* SEAL  
Notary Public for South Carolina  
My Commission expires: 3/26/89

*Robert M. Ariail*  
ROBERT M. ARIAIL

Recorded Aug. 22, 1983 at 1:28 P.M.

MITCHELL & ARIAIL  
 AUG 22 1983  
 STATE OF SOUTH CAROLINA  
 COUNTY OF GREENVILLE  
 RONALD A. JORDAN, INC.  
 TO  
 LOLLIE G. GIBSON  
 ADDRESS:  
**Mortgage of Real Estate**  
 I hereby certify that the within Mortgage has been filed 22nd  
 day of Aug. 1983  
 at 1:28 P.M. recorded in Book 1622 of  
 Mortgage, page 122 As No. \_\_\_\_\_  
 Register of Deeds (Inventory), Greenville County  
 MITCHELL & ARIAIL  
 GREENVILLE, S.C. 29601  
 \$8,900.00  
 Lot 33 Quincy Dr., Quincy Acres,  
 Sec. 11

RECORD

RECORD