ICHAEL O. HALLMAN
ATTORNEY AT LAW
16 WILLIAMS STREET
EENVILLE, S. C. 29601

2526

JUL 22 '77

TATE OF SOUTH CAROLINA

OUNTY OF GREENVILLE

VERNON C. AYERS

TO

BANKERS TRUST

SATISFIED AND CANCELLED OF RECORD
6½ DAY OF Oct 19 83
FOR GREENVILLE COUNTY, S. C.
AT 2:30 O'CLOCK P. M. NO. 8223

Mortgage of Real Estate

Whereby certify that the within Mortgage has been this 22
day of July 19 77
at 4:31 P. M. recorded in Book 1404 of
Mortgages, page 904 As No
Register of Mesne Conveyance Greenville County

8,726.40
t 3, Cor. Augusta Rd. & Lord
irfax Dr., Magnolia Acres

78 1328 519

That it will keep all improvements now existing or hereafter erected on the mortgaged premises insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and that all 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. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to all insurance policies then in force shall pass to the purchaser or grantee.

That it will keep all buildings, now or at any time on said property, in good repair and will not commit or suffer any waste of said property.

That it will pay, when due, all taxes, public assessments, water rates and other governmental or municipal charges, fines or other impositions for which provision has not been made hereinabove, and will promptly deliver official receipts therefor to the Mortgagee. Should it fail to do so the Mortgagee may, at its option, effect such insurance and pay such premiums as it deems necessary for the protection of its interest; all sums so paid by the Mortgagee, with interest from date of payment at the rate of eight per cent per annum, shall be added to the debt hereby secured and shall be payable on demand, or, at the option of the Mortgagee, shall bear interest at the highest rate of interest provided for in the note secured hereby.

That if it will comply with all governmental and municipal laws and regulations affecting the mortgaged premises. That it will not permit or suffer the use of any of the mortgaged premises for any purpose in violation of any such law, regulation or ordinance.

That it will keep all roads, streets and paths on the mortgaged premises free from rubbish and debris of every kind, and will not remove any timber therefrom except such as may be required for the construction of improvements thereon, and will not remove any of the improvements now or hereafter on the mortgaged premises without the written consent of the Mortgagee.

That it will not permit, commit or suffer any waste, impairment or deterioration of the mortgaged premises or any part thereof, and upon any default hereunder, and upon the filing of any complaint to foreclose this mortgage or to enforce any provision hereof, the Mortgagee, as a matter of right and without notice to the Mortgagor or anyone claiming under the Mortgagor, and without regard to the value of the mortgaged premises or the solvency of any person or persons liable for the payment of the indebtedness secured hereby, may enter upon and take possession of the mortgaged premises, and may, with or without such possession, sue for or otherwise collect the rents, issues and profits thereof, including those past due and unpaid, and may apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, upon any indebtedness secured hereby, all in such order as the Mortgagee may determine. The entering upon and taking possession of the mortgaged premises, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

That if there is a default on 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 by the Mortgagee to effect such foreclosure, or should the Mortgagee become a party of any suit in connection with this mortgage, or should the debt secured hereby or any part thereof be placed in the hands of an attorney at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagee, including reasonable attorneys' fees, shall become due and payable immediately or on demand, at the option of the Mortgagee, and shall be secured hereby.

That the Mortgagor 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 this 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.

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 22nd day of July, 1977.

SIGNED, sealed and delivered in the presence of:

Vernon C. Ayers (SEAL)

(SEAL)

(SEAL)

(SEAL)

PROBATE

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

PERSONALLY appeared before me 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 mortgage deed and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 22nd day of July, 1977.

Notary Public for South Carolina

FILED
OCT 6 8 22 AM '77
DONNIE S. TANKERSLEY
R.M.C.

2.00CD

4328 RV-2