

1333 page 920

(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 construction until completion without interruption, and should it fail to do so, the Mortgagor 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 to 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 amounts, 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 herein by the Mortgagor, and 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, and to fix a reasonable rental to be fixed by the Court in the event said premises are occupied by the mortgagor and after deduction of all costs and expenses attending such proceeding 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 Mortgagor, all sums then owing by the Mortgagor to the Mortgagor shall become immediately due and payable, and this note may be foreclosed. Should no legal proceedings be instituted for the foreclosure of this mortgage, or should the Mortgagor become a party of the 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 an attorney at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagor, and a reasonable attorney's fee, shall be the same due and payable immediately or on demand, at the option of the Mortgagor, as a part of the debt secured hereby, and may be recovered and collected hereunder.

(7) That the Mortgagor shall hold all the premises above described and there is a default under this mortgage or in the note and 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 this instrument shall be wholly null and void, otherwise to remain in full force and effect.

(8) That the Mortgagor, his spouse shall hold, and the beneficiaries and devisees shall own, to the respective heirs, executors, administrators, successors and assigns, of the property herein. Whenever used, the singular shall include the plural, the singular, and the plural, and gender shall be applicable to all genders.

WITNESS the Mortgagor has signed and sworn this 31st day of January 1975.

SIGNED, sealed and delivered by the present of

*David B. Wolf*  
*James C. McMillan Jr.*

*T. D. McMullan Trustee* *SEAL*

Trustee for the Profit Sharing Plan and  
Trust of Moon and Freeman Heating and  
Air Conditioning, Inc. Dated March  
31, 1969. *SEAL*

*SEAL*

STATE OF SOUTH CAROLINA

PROBATE

COUNTY OF GREENVILLE

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 31st day of January 1975

*C. Shelly Jr.* *SEAL*  
Notary Public for South Carolina  
My Commission Expires 11-9-81

*David B. Wolf*

*SEAL*

STATE OF SOUTH CAROLINA

RENUNCIATION OF DOWER Not Necessary

COUNTY OF

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

day of 19

*(SEAL)*

Notary Public for South Carolina  
My Commission Expires

RECORDED FEB 27 '75 20051  
At 4:37 P.M.

RECORDING FEE  
PAID *✓*  
FEB 27 '75 20051

T. D. McMullan as Trustee  
for the Profit Sharing Plan  
and Trust of Moon & Freeman  
Heating & Air Conditioning, Inc.  
dated March 31, 1969

E. M. Freeman

TO

Mortgage of Real Estate

I hereby certify that the within Mortgage has been this 27th

day of February 1975

at 4:37 P.M. recorded in Book 1333 of

Mortgages, page 919. As No. 20051

Register of Deeds Conveyance Greenville County

RECEIVED  
FEB 27 '75 20051  
X

Horton, Drawdy, Marchbanks, Ashmore,  
Chapman & Brown, P.A.  
307 PERRYGRU STREET  
P.O. BOX 1047 P.S.  
GREENVILLE, SOUTH CAROLINA 29603

\$39,000.00  
Part Lots 4 & 5 Cedar Lane Rd.

4328 RV-2