The Mortgagor further covenants and agrees as follows:

1. That he will promptly pay the indebtedness as herein and in said note provided, and that he will keep the premises free from liens superior to the Mortgage except taxes not yet due and payable, and that he will keep the 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 such other hazards, casualties, and contingencies as may be required by the Mortgagee, and in such amounts and for such periods as may be required by the Mortgagee, and that he will assign and deliver to the Mortgagee any such policy of insurance upon request of the Mortgagee, and that he will pay promptly when due any premiums on such insurance, and that he will deliver to the Mortgagee such further assignments of insurance policies as the Mortgagee may request, and that he hereby assigns to the Mortgagee the proceeds of any such insurance upon the mortgaged premises and does hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the Mortgage debt at the time of such loss.

2. That he will keep the improvements now existing or hereafter erected on the mortgaged premises in good repair and in the case of a construction loan, that he will commence construction promptly and complete said improvements within a reasonable time, and that he will comply with all laws, ordinances, regulations, covenants, conditions and restrictions now or hereafter affecting said premises and will not permit any violation thereof, and that he will pay all costs, fees and expenses in connection with any such compliance, including all attorneys' fees and costs incurred by the Mortgagee in connection with such compliance, and that he will pay, when due, all claims for labor performed and materials furnished therefor, and that he will not permit any mechanic's lien to attach to the premises, and that he will pay, when due, all taxes, public assessments, and all other governmental or municipal charges, fines or other impositions against the mortgaged premises. That he will comply with all governmental and municipal laws and regulations affecting the mortgaged premises.

3. That he 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 mortgage, and order 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 to collect the rents, issues and profits, including a reasonable rental to be fixed by the Court in the event of possession by the mortgagor, 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, issues and profits toward the payment of the debt secured hereby.

4. 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 Mortgagee, all sums then owing by the Mortgagor to the Mortgagee shall become immediately due and payable, and this mortgage may be foreclosed and shall any legal proceeding 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 an attorney at law for collection by reason of default, all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee, shall thereupon be immediately payable to the holder hereof, and at the option of the Mortgagee, as a part of the debt secured hereby, and be secured hereby and shall bear interest.

5. That the Mortgagee shall be entitled to the possession of the premises above described upon default under this mortgage or in the note secured hereby. It is the intent of the parties hereto that the Mortgagee shall have all the rights, privileges, and remedies of a mortgagee under the laws of the State of South Carolina.

6. 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 16th day of July 1975

SIGNED, sealed and delivered in the presence of:

Sam R. Stephenson

E. FLOYD DuPREE, JR. (SEAL)

LYNN HAYNES DuPREE (SEAL)

(SEAL)

(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 mortgage and that (s)he, with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 16th day of July 1975.

Sam R. Stephenson (SEAL)

Notary Public for South Carolina
My Commission Expires: October 23, 1983

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 whomsoever, renounce, release and forever relinquish unto the mortgagee(s) and the mortgagee's(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 July 1975.

Sam R. Stephenson (SEAL)

Notary Public for South Carolina
My commission expires: October 23, 1983

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO WHOM IT MAY CONCERN:

For value received, the undersigned hereby assigns, transfers and sets over unto

WACO F. CHILDERS, JR.

the within mortgage and the debt thereby secured, and hereby constitutes and appoints the Register of Mesne Conveyance for the County and State aforesaid, his lawful attorney to enter satisfaction of the same on the record thereof.

WITNESS our hand and seal this 17th day of July, 1975.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

E. FLOYD DuPREE, JR. (SEAL)

LYNN HAYNES DuPREE (SEAL)

RECORDED July 17, 1975 at 12:20 P.M.

Mortgage of Real Estate

I hereby certify that the within Mortgage has been this 17 day of July 1975 at 12:20 P.M. recorded in Book 1344 of Mortgages, page 85 As No. 45853

Register of Mesne Conveyance, Greenville County

$ 26,400.00

KENDRICK, STEPHENSON & JOHNSON
Attorneys at Law
Greenville, South Carolina

Lot 12 Cureton St. Blk G

E. FLOYD DuPREE, JR. and
LYNN HAYNES DuPREE,

TO

WACO F. CHILDERS, JR.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

5,10,556

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