

1416-22-823

The Mortgagee further covenants and agrees as follows:

1. That this instrument shall secure the Mortgagor's obligation to pay to the Mortgagee the sum of \$4,500.00, or so much thereof as may be then due, and interest thereon at the rate of 10% per annum, from the date of recording of this instrument until paid in full, and thereafter until paid in full, at the rate of 12% per annum, and that the Mortgagee shall have interest at the same rate as the mortgage debt is satisfied, provided in writing.

2. That it will keep the improvements now existing on the property in good repair, from time to time, by the Mortgagee's reasonable care and skill, and that the mortgage holder, in such amounts as may be required by the Mortgagee, and in proportions and intervals of time to be fixed by the Mortgagee, and communicated thereto, may make such repairs and renewals to the property as the Mortgagee may require, and that it will pay all taxes, assessments, and other governmental charges levied against the property, and that it will pay all expenses of the maintenance and repair of the property, and that it will pay all expenses of the collection of the debt secured hereby.

3. That it will keep the property in good repair, and after notice of non-payment of taxes, assessments, and other governmental charges, and other expenses, make whatever arrangements necessary to secure payment of the same, and that it will pay all expenses of the collection of the debt secured hereby.

4. That it will pay, when due, all taxes, public assessments and other governmental charges, and other expenses, which may be levied against the property, and that it will pay all expenses against the mortgaged premises. That it will comply with all governmental regulations concerning the use and occupancy of the mortgaged premises.

5. That it hereby assigns all rents, issues and profits of the mortgaged premises from time to time, and all legal proceedings be instituted pursuant to this instrument, and unless having regard to the nature of the property, or the value of the debt secured hereby, the Mortgagee may institute proceedings to foreclose title to the property, and the debt secured hereby, and may apply the proceeds of such sale to 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 to the Mortgagee shall be immediately due and payable, and this instrument may be foreclosed. Should any legal proceeding be instituted for the foreclosure of this instrument, should the Mortgagee become a party of record, managing the Mortgagee 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, all costs and expenses incurred by the Mortgagee, and attorney, and collector, and all other persons, and their agents, in connection therewith, or in connection with the option of the Mortgagee, or a part of the debt secured hereby, shall be recovered by the Mortgagee.

7. That the Mortgagee shall not, in the exercise of its rights under this instrument, do anything under the power given in the note secured hereby. It is the true intention of this instrument, that the Mortgagee shall fully furnish all the terms, conditions, and covenants of the mortgage, and of the note secured hereby, that then this instrument shall be utterly null and void, otherwise to remain in full force and virtue.

8. That the covenants herein contained shall bind the heirs and administrators of all persons to the respective heirs, executors, administrators, successors and assigns of the parties hereto. Wherever used, the singular shall include the plural, the plural the singular, and the word "or" shall be applicable to all gender.

WITNESS the Mortgagor's hand and seal this 21st day of November 1977

SIGNED, sealed and delivered in the presence of

*Agneselle Doby
Sharon Herbin*

Violeta Smith Irby

SEAL

SEAL

SEAL

SEAL

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

PROBATE

Personally appeared the undersigned witness and made oath that he saw the within named mortgagor sign, seal and affix his act and deed, deliver the within written instrument and that he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 21 day of November 1977

Agneselle Doby
Notary Public for South Carolina
My Commission Expires March 24, 1987

SEAL

Sharon Herbin

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 mortgagor(s) and the mortgagor(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

21st day of November 1977

Agneselle Doby
Notary Public for South Carolina
My commission expires March 24, 1987

SEAL

Violeta Smith Irby

NOV 23 1977 16197X
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

ERNEST NELSON IRBY
AND
VIOLETA SMITH IRBY

TO
COMMUNITY BANK

Mortgage of Real Estate

I hereby certify that the within Mortgage has been
thru 25 day of November
1977 at 9:39 AM recorded in
Book No. 1416 of Mortgage, page 822

Ac No.

Register of Deeds Conveyance
GREENVILLE County
\$4,500.00

LONG, BLACK & GASTON
ATTORNEYS AT LAW
109 East Main Street
Greenville, S.C. 29601
Lot 1, Independence
Pelham lots. SEC. 2

4328 RW.2