

The Mortgagor further covenants and agrees as follows:

- (1) That the Mortgagor shall pay to the Mortgagee for such further sum as may be allowed by law, at the option of the Mortgagee, for the payment of taxes, insurance premiums, the assessments, repairs or other expenses pertaining to the above described property. This expense shall also secure the Mortgage for the amount of the same, and the expenses so incurred may be added to the Mortgage by the Mortgagee so long as the total indebtedness does not exceed the original amount shown on the face of the Mortgage. All sums so added shall bear interest at the same rate as the original amount, and shall be payable on demand of the Mortgagee unless otherwise provided in writing.
- (2) That it will keep the above described property in good repair and as the cost of a reasonable valuation, shall be required from time to time by the Mortgagee, to make good any damage and/or hazards specified by Mortgagee, and to cause to be done that the mortgage debt be discharged by the sale of the above described property and in connection therewith the same shall be held by the Mortgagee until the same is sold, and that all costs of sale and expenses of collection shall be paid by the Mortgagee, and that it will pay all expenses of collection which may be necessary to collect the same due to the Mortgagee, plus interest and penalties and costs of collection and attorney's fees, and that it will pay payment for a loss directly to the Mortgagee to the extent of the balance owing on the Mortgage debt, whether or not sold.
- (3) That it will pay when due all taxes, insurance premiums, and other governmental or municipal charges, fines or other judgments against the mortgaged premises. That it will comply with all governmental and municipal laws and regulations affecting the mortgaged premises.
- (4) That it hereby agrees 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 of convenience, 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 rental to be fixed by the court, in the event said premises are occupied by the mortgagor and after deducting all charges and expenses attending such possession and the amount of its trust as receiver shall apply the residue of the rents, issues and profits toward the payment of the debt secured hereby.
- (5) That if there is a default in any of the terms, conditions, or covenants of this instrument, or if the note secured thereby, 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 to 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, he or she, or whomever, all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee, shall thereafter become due and payable immediately upon demand, at the option of the Mortgagee, as a part of the debt secured hereby, and may be recovered and collected hereafter.
- (6) That the Mortgagee shall hold and enjoy the premises above described until there is a default under this instrument or in the note secured hereby. It is the true intention of this instrument that if the Mortgagee shall fully perform all the terms, covenants, and requirements of the 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.
- (7) That the covenants herein contained shall bind, and the benefits and advantages shall pass to the assignee, 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 Mortgagee's hand and seal this

8th day of December 1977.

SIGNED sealed and delivered in the presence of:

Kathy S. Lathan
Bunada A. Xmas

Robert Lee Burgess (SEAL)
ROBERT LEE BURGESS
LOIS N. BURGESS (SEAL)
Laura M. Burgess (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 or her name and as his or her 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 8th day of December 1977.

Bunada A. Xmas (SEAL)
Notary Public for South Carolina
My Commission Expires: 10/7/87

Kathy S. Lathan

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 mortgagee(s') heirs or successors and assigns, all her interest and estate, and all her rights and claim of dower of, in and to all and singular the premises within mentioned and released.

GIVEN under my hand and seal this

8th day of December 1977.

Bunada A. Xmas (SEAL)
Notary Public for South Carolina
My Commission Expires: 10/7/87

Lois N. Burgess
LOIS N. BURGESS

17603

RECORDED DEC 8 1977 At 3:40 P.M.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
ROBERT LEE BURGESS AND
LOIS N. BURGESS

TO

LAW OFFICES OF BRISSEY,
LATHAN, SMITH &
BARBARE, P.A.

✓ DEC 1 1977
BRISSEY, LATHAN, SMITH & BARBARE, P.A.

Mortgage of Real Estate
LAW OFFICES OF
THOMAS C. BRISSEY, P.A.
ATTORNEY AT LAW
635 North Academy Street
Greenville, South Carolina 29601
\$ 2,950.00
Lot 26, Colonial Hills, Sec. 2

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