

- (4) That it is agreed after due and lawful public notice given and after giving notice of the time and place of sale, to sell the mortgaged premises. That it will comply with all environmental and other legal laws and regulations and that no action or proceeding shall be instituted against the mortgaged premises.
- (5) That it is agreed all rents, issues and profits of the mortgaged premises from and after any default foreclosed and sold shall be paid to the holder of the legal proceedings be instituted pursuant to this instrument, any judge having jurisdiction may at any time or time appointed take possession of the mortgaged premises and collect the rents, issues and profits of the same, and a receiver may be appointed to be appointed to be appointed by the Court in the event said premises are occupied by the mortgagor and after deferring all charges and expenses arising out of 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 thereby, then, at the option of the Mortgagor, all sums then owing by the Mortgagor to the Mortgagor shall become immediately due and payable, and the mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the Mortgagor 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 any attorney at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagor, and a reasonable attorney's fee, shall thereafter become 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 and own 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 the mortgage, and of the note secured hereby, that then this mortgage shall be entirely null and void, otherwise to remain in full force and effect.
- (8) That the covenants herein contained shall bind, and the rights and advantages shall accrue 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.
- (9) If the mortgagor should convey the property or any interest therein, to any other party without first obtaining written consent from the mortgagor, or should a creditor, receiver, or trustee in bankruptcy obtain an interest in the property or should any party obtain an interest by attachment or any means other than inheritance for will, or should the mortgagor or the mortgagor be made a party to any action involving the title to the mortgaged premises or which might affect the security interest of the mortgagor then the entire principal balance with interest and service charge accruing thereon shall become immediately due and payable at the option of the mortgagor.
- (10) Mortgagor shall be entitled to receive any sums which have been or may be awarded mortgagor for the condemnation of the premises or any part thereof for public use and which may be awarded mortgagor for damages caused by public works or construction on or near the premises. All such proceeds and awards are hereby assigned to mortgagor, and mortgagor upon request by mortgagor agrees to make, execute and deliver any additional assignments or documents which may be necessary from time to time to enable mortgagor, at the option, to collect and receipt for same. Unless otherwise agreed, any sum received by mortgagor under the provisions of this paragraph shall be applied to the payment of principal, whether then due and owing or otherwise.
- (11) If mortgagor fails to pay any installment of principal or interest or any other amount on any prior mortgage when the same becomes due, mortgagor shall pay the same and the accrued and unpaid interest and repay the amount so paid with interest thereon at the rate set forth in the note, and the same shall be added to the mortgage indebtedness and be secured by this mortgage.

WITNESS the Mortgagor's hand and seal this
SIGNS sealed and delivered in the presence of

14th day of December 1977

Richard J. Dafier

SEAL

SEAL

SEAL

Christy B. Dafier

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 and deed deliver the within written instrument and that he, with the other witness subscribed above witnessed the execution thereof.

Notary Public for South Carolina
My Commission Expires 5-5-84

14th day of December 1977

STATE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE }

RENUNCIATION OF POWER

I, the undersigned, Richard J. Dafier, Christy B. Dafier, unto all whom it may concern, that the undersigned wife, owners of the above named properties 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, stand in fear of any person whatsoever, renounce, release and forever relinquish unto the undersigned and the mortgagor all her interest, successions and assigns, all her interest and estate, and all her right and claim of dower of, in and to land and buildings the premises within mentioned and referred.

GIVEN under my hand and seal this

14th day of December 1977
Notary Public for South Carolina
My commission expires 5-5-84

SEAL

5-5-84 RECEIVED DEC 16 1977

18103

Mortgage of Real Estate

I, herein, certify that the within Mortgage has been

this 16th day of December

1977 at 3:12 P.M. is recorded in

Book 1118 of Mortgages, page 855

No. No.

Register of Deeds, Greenville County
STATE OF SOUTH CAROLINA
COUNTY OF

Paid in full and fully satisfied this

day

ON MORTGAGES, INC.

Witness
(Date)

\$ 2,405.43
Lot 8 cul-de-sac Ferncrest Dr.,
Ferncreek

AM 250 770

X18103 *

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE DECD 1977
Richard J. Dafier
and Christy B. Dafier
10
ON MORTGAGES, INC.

4328 AM 2