

- (2) That it will keep the improvements now existing on the land described in this instrument in good repair, and that it will not allow any damage to the property to exceed \$5000, except by the Mortgagor, and in companies acceptable to me, and that all such repairs and expenses shall be paid by the Mortgagor, and that the Mortgagor shall pay to the Mortgagor, the proceeds of any policy insuring the mortgaged premises and hereby authorizes the trustee to make payment to the Mortgagor, to the extent of the balance owing on the Mortgage debt, after deducting
- (3) That it will keep all improvements now existing or hereafter erected in good repair, and will cause the same to be repaired, if necessary, so as to allow the construction until completion without interruption, and shall not fail to do so, the Mortgagor, except to prevent imminent danger, make whatever repairs are necessary, including the completion of any construction work or delay, and charge the expense for such repairs, at the completion of such construction, to the mortgage debt.
- (4) That it will pay, when due, all taxes, public assessments, and other charges levied or imposed to tax 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 the date of this instrument, and that, should legal proceedings be instituted pursuant to this instrument, any judge has no jurisdiction over, or claim to, the mortgaged premises, or the residue of the mortgaged premises with full authority to take possession of the mortgaged premises and collect the rents, issues and profits, and to retain the same to the full value of the rents, issues and profits, to the payment of the debt secured thereby, 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 thereby.
- (6) That if there is a default in any of the terms, conditions or covenants of this mortgage, or in 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 the mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the Mortgagor become a party of action 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 a receiver, attorney, trustee, or otherwise, all costs and expenses incurred by the Mortgagor, and a reasonable attorney's fee, shall thereupon become due and payable immediately on demand, at the option of the Mortgagor, as a part of the debt secured hereby, and may be recovered and collected from us.

(7) That the Mortgagor shall hold and enjoy the premises above described until there is a default in any term, condition or covenant of 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 this mortgage, and if the note secured hereby, that then this mortgage shall be utterly null and void, otherwise to remain in full force and virtue.

(8) That the covenants herein contained shall bind, and the benefits and advantages of all 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 27th day of December 1977

Signed, sealed and delivered in the presence of

E Randolph Stone

Paul E. Kelley (SEAL)
Paul E. Kelley
Sara Jane C. Kelley (SEAL)

South Carolina
STATE OF PENNSYLVANIA

COUNTY OF GREENVILLE (Greenville)

PROBATE

Personally appeared the undersigned witness and made oath that he saw the within named notary sign, seal and affix his 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 27th day of December 1977

E Randolph Stone
Notary Public for XXXXXXXX 01-84681
My Commission Expires

Carol B. Bradley

South Carolina
STATE OF PENNSYLVANIA

COUNTY OF GREENVILLE (Greenville)

RENUNCIATION OF DOWER

I, the undersigned Notary Public for Greenville, certify and declare on my own behalf, that the undersigned wife (wives) of the above named Mortgagor(s) respectively, did this day appear before me, and each upon being properly and separately examined by me, did declare that she does freely, voluntarily, and with out any compulsion, bind herself, her person and, however, her other release and forever relinquish unto the mortgagee(s)' heirs or successors and executors, all her interest and estate in and to the above described property, or any part thereof, situated in the premises within mentioned and so leased.

GIVEN under my hand and seal this

27th day of December, 1977

E Randolph Stone (SEAL)
Notary Public for XXXXXXXX 01-84681
My Commission Expires

Sara Jane C. Kelley

19145

RECORDED DEC 27 1977 AT 11:17 A.M.

7 1977 ✓
E RANDOLPH STONE
ATTORNEY AT LAW
GREENVILLE, S.C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Paul E. Kelley
and
Sara Jane C. Kelley

TO

J.G. Cothran
and
Thomas A. Cothran

Address

Attn: J.G. Cothran
Mortgage, Page 563
Register of Deeds Conveyance
Greenville County

Attn: Thomas A. Cothran
Mortgage, Page 563
Register of Deeds Conveyance
Greenville County

\$18,00.00
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E. RANDOLPH STONE
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