

The Mortgagor further covenants and agrees as follows:

- (1) That the Mortgagor will pay the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further debts, advances, realizations or credits that may be made hereunder to the Mortgagee by the Mortgagor so long as the total debt so advanced does not exceed the original amount set down on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage. The total debt shall be payable on demand of the Mortgagee unless otherwise provided in writing.
- (2) That it will keep the property mortgaged hereunder unencumbered and free from any encumbrance or lien, except such as may be required from time to time by the Mortgagee, or by law, or by any other hazard specified by Mortgagor, in amounts not less than the mortgage debt, or insurance premiums, or taxes, or any other charges due to the Mortgagee, and in compliance with applicable law, so that all such policies and amounts thereof shall be held by the Mortgagee for the benefit of the Mortgagor, and that all claims in favor of and against the Mortgagor shall be held by the Mortgagee, and that it will give all notices hereinafter which may be given to the Mortgagor by the Mortgagee, or any policy or any policy covering the mortgaged premises, by Lucy V. Flinkingshelt, and that it will make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the Mortgage debt, whether due or not.
- (3) That it will keep the property mortgaged hereunder in good repair, and in the case of a emergency, so that it will continue to be fit for its intended purpose, and should it fail to do so, the Mortgagee may, at its option, enter upon said premises, make such repairs as may be necessary, and deduct the cost of same from the amount of any construction work underway, and charge the expenses for such repairs or the completion of such work to the Mortgagor.
- (4) That it will pay all taxes, assessments, and other governmental or municipal charges, fees or other impositions against the mortgaged premises. It shall comply with all local and municipal laws and regulations affecting the mortgaged premises.
- (5) That the holder of this instrument, or any assignee 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 or otherwise, 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 retainer, to be paid to the Credit in the event said premises are occupied by the mortgagor and after deducting all charges and expenses attending such premises, and the expenses 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 hereby, then, at the option of the Mortgagor, all or any part 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 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 suit or otherwise, all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee, shall thereafter become due and payable immediately or on demand, at the option of the Mortgagee, as a part of the debt secured hereby, and may be recovered and collected hereunder.
- (7) That the Mortgagor shall hold and enjoy the premises above conveyed until there is a default under this mortgage or in the note secured hereby. It is the true intent of this instrument that if the Mortgagor shall fully perform all the terms, conditions, and covenants of the mortgage, and of the note, and 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 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.

WITNESS the Mortgagor's hand and seal this 6th day of January, 1978.

SIGNED, sealed and delivered in the presence of:

*Hurricane J. Acker
Rodney Acker*

James B. Flinkingshelt Sr. (SEAL)

Lucy V. Flinkingshelt (SEAL)

(SEAL)

(SEAL)

STATE OF SOUTH CAROLINA

PROBATE

COUNTY OF GREENVILLE

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

SWORN to before me this 6th day of January, 1978.

Harold L. Jones (SEAL)
Notary Public for South Carolina

My Commission Expires: May 8, 1979

STATE OF SOUTH CAROLINA

Hurricane J. Acker

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 mortgagor(s) and the mortgagee(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 6th

day of January, 1978
Harold L. Jones (SEAL)
Notary Public for South Carolina

My Commission Expires: May 8, 1979

Lucy V. Flinkingshelt

RECORDED JAN 6 1978

At 11:42 A.M.

TO
BANKERS TRUST AT GREENVILLE,
SOUTH CAROLINA.
North Hills Shopping Center
Post Office Box 608
Greenville, South Carolina 29602

20252

JAMES B. FLINKINGSHELT AND
LUCY V. FLINKINGSHELT

Hand to:
James B. Flinkingshelt
P.O. 151420252
Greenville, S.C. JAN 6 1978
1978

\$9,140.40
Lot Melody Dr. Paris Mtn Tp
Register of Deeds Conveyancer Greenville County
LAW OFFICES OF

4328 NW 23