

1430-4-357

(4) That it will pay, when due, all taxes, public assessments, and other amounts due and owing by the Mortgagor against 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 to itself and at its discretion to any and every other party that, should legal proceedings be instituted pursuant to this instrument, the Judge having jurisdiction at the time of such proceeding, shall receive the proceeds of the legal proceedings, with full authority to take possession of the mortgaged premises and collect the rents, issues and profits, and a reasonable rental to be fixed by the Court in the event said premises are occupied by the mortgagor and after deduction of taxes and expenses attending 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 instrument, at the note secured hereby, 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 of any suit involving this Mortgage or the title to the premises described herein, or should the debt secured hereby, in 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 Mortgagee, and a reasonable attorney's fee, shall thereupon 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 described 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 utterly null and void, thereafter to remain in force and in full.

(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.

(9) If the mortgagor should convey the property, or any interest therein, to any other party without first obtaining written consent from the mortgagee, 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 which, or should the mortgage or the mortgage be made a party to any action involving the title to the mortgaged premises or which might affect the security interest of the mortgagee, the entire principal balance with interest and service charge accruing thereon shall become immediately due and payable at the option of the mortgagee.

(10) Mortgagee shall be entitled to receive any sums which have been or may be awarded in damages for the condemnation of the premises or any part thereof for public use and sums which may be awarded in damages caused by public works or construction on or near the premises. All such proceeds and awards are hereby assigned to mortgagee, and mortgagee agrees to make, execute and deliver any additional assignments or documents which may be necessary from time to time to enable mortgagee, at the option, to collect and receipt for same. Unless otherwise agreed, any sum received by mortgagee under the provisions of this paragraph shall be applied to the payment of principal, whether then matured or not, in the inverse order of the maturity.

(11) If mortgagor fails to pay any installment of principal or interest on any other amount on the given mortgage when the same becomes due, mortgagee may pay the same, and mortgagor, on demand, will 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 22nd day of April 1978

SIGNED, sealed and delivered in the presence of

Betty C. Minyard

Betty C. Minyard (SEAL)

Betty C. Minyard (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 mark to the instrument and that he, with the other witness substituted above, witnessed the execution thereof.

SWORN to before me this 21st day of April 1978

Notary Public for South Carolina  
My Commission Expires 10-26-91

(SEAL)

STATE OF SOUTH CAROLINA  
COUNTY OF }

### NOT NECESSARY FEMALE MORTGAGOR 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) her right, demands and all other interest and estate, and all her right and claim of dower of, in and to all and singular the premises with this instrument and in law.

GIVEN under my hand and seal this

day of April 1978  
Notary Public for South Carolina  
My commission expires:

(SEAL)

RECORDED APR 28 1978 at 3:18 P.M.

32130

### Mortgage of Real Estate

STATE OF SOUTH CAROLINA  
COUNTY OF Greenville X 32130  
Betty C. Minyard  
CN MORTGAGES, INC.

Register of Deed Conveyance  
STATE OF SOUTH CAROLINA  
Co. of Greenville  
Book 1430 of Mortgages, page 366  
No. No.  
I, hereby certify that the within Mortgage has been  
this 28th day of April  
1978 at 3:18 P.M. recorded in  
Book 1430 of Mortgages, page 366  
or  
Plead in full and fully satisfied this day  
By \_\_\_\_\_  
(Title)  
Witness:  
\$ 9,000.00  
Lots-95,96 & 97 Williams Dr. #  
Winston Ave. "Wynette Ests".  
4328 RW23