

2001 Jan 30 1979

The Mortgagor further covenants and agrees as follows:

- (1) That this mortgage shall secure the Mortgagor for such further sums as may be advanced hereafter, at the option of the Mortgagor, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagor for any further loans, advances, readvances or credits that may be made in relation to the Mortgagor by the Mortgagor so long as the total indebtedness thus secured does not exceed the original amount set on the face hereof. All amounts so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagor unless otherwise provided in writing.
- (2) That it will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagor against loss by fire and any other hazards specified by Mortgagor, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagor, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagor, and have attached thereto loss payable clauses in favor of, and in form acceptable to the Mortgagor, and that it will pay all premiums therefor when due; and that it does hereby assign to the Mortgagor the proceeds of any policy insuring the mortgaged premises and does hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagor, to the extent of the balance owing on the Mortgage debt, whether due or not.
- (3) That it will keep all improvements now existing or hereafter erected in good repair, and, in the case of a construction loan, that is still continuing construction until completion without interruption, and should it fail to do so, the Mortgagor may, at its option, either repair the premises, make whatever repairs are necessary, including the completion of any construction work underway, and charge the expenses for such repairs or the completion of such construction to the mortgage debt.
- (4) That it will pay, when due, all taxes, public assessments, and other governmental or municipal charges, fees or other expenses 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 from and after any default hereunder, and that, should legal proceedings be instituted pursuant to this instrument, any judge having jurisdiction in any of C. STEPHEN CORNWELL, a receiver of the mortgaged premises, with full authority to take possession of the mortgaged premises in behalf of the holder of this instrument, including a reasonable period to be fixed by the Court in the event said premises are occupied by the mortgagor, and other debts due, charges and expenses attorney's fees, costs of 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 hereby, then, at the option of the Mortgagor, all sums then owing to the Mortgagor 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 Mortgagor become a party of any suit involving the Mortgagor 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 be promptly become due and payable immediately upon demand, at the option of the Mortgagor, as a part of the debt secured hereby, and shall be added to the debt hereunder.
- (7) That the Mortgagor shall hold subject to the premises above conveyed until there is a default under this mortgage or in the note secured hereby. It is the express intent of the 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, otherwise to remain in full force and virtue.
- (8) That the covenants herein contained shall bind, and the benefits and advantages shall issue 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 30th day of January 1979

SIGNED, sealed and delivered in the presence of

C. STEPHEN CORNWELL

SEAL

DEBORAH M. CORNWELL

SEAL

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

PROBATE

I, the undersigned Notary Public, do hereby certify unto all whom it may concern, that the above named witness and I made oath that she saw the within named Mortgagor sign, seal and affix his and her initials to the within written instrument and that she, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 30th day of January 1979

Notary Public for South Carolina
My Commission Expires 3/1/79

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

RENUNCIATION OF POWER

I, the undersigned Notary Public, do hereby certify unto all whom it may concern, that the undersigned wife, widow of the above named Mortgagor, respectively, did this day appear before me, upon being presented with the instrument referred to in the above instrument, voluntarily, and without any compulsion, and in view of my position before them, to execute and acknowledge the instrument, and the mortgagee's interest in the above and herein mentioned real estate, and all her right and claim, did, in my presence, and in the presence of the above named Mortgagor, acknowledge the premises within mentioned and released.

GIVEN under my hand and seal this

30th day of January 1979

Notary Public for South Carolina
My Commission Expires 3/1/79

SEAL

RECORDED JAN 30 1979 at 12:57 P.M.

22301

TO

SOUTHERN BANK & TRUST COMPANY

TO

MORTGAGE

TO

RECORDED

TO