

The Mortgagor further covenants and agrees as follows:

1. That the Mortgagor shall serve on the Mortgagor, for each further sum as may be advanced hereunder, at the option of the Mortgagor, the payee of notes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also serve on the Mortgagor for any further taxes, valuations, realties or expenses that may be made hereafter to the Mortgagor by the Mortgagor or by the state or any other authority than the original amount shown on the face hereof. All sums so claimed shall bear interest at the same rate as the original debt and shall all be payable on demand of the Mortgagor unless otherwise provided in writing.
2. That it is willing that the said property or hereafter erected on the mortgaged property, and as may be required from time to time by the Mortgagor, to pay for fire and any other hazards specified by Mortgagor in a amount not less than the mortgaged debt, or to cause to be maintained such insurance and in companies acceptable to Mortgagor that all such policies and renewals thereof shall be held by the Mortgagor until payment of the principal and interest due to the Mortgagor, and that it will give all rights and interests in the said policies to the Mortgagor, and that it will make payment for a loss directly to the Mortgagor, to the extent of the balance owing on the Mortgaged debt, whether the same be
3. That it will keep the said property or hereafter erected in good repair, and, in the case of a construction loan, that it will complete the same in a reasonable time and shall at full cost to the Mortgagor pay, at its option, enter upon said premises, make all necessary repairs and improvements, and pay all expenses of any construction work undertaken, and charge the expenses for such repairs or the completion of the same to the account of the Mortgagor.
4. That it will pay, when due, all taxes, all assessments, and other environmental or ecological charges, fines or other impositions against the mortgaged premises. That it will comply with all environmental and municipal laws and regulations affecting the mortgaged premises.
5. That it to the best of its knowledge and belief of the mortgaged premises free and after any default hereunder, and agrees that the legal proceedings be instituted pursuant to this instrument, any judge having jurisdiction may, at Chambers or otherwise, appoint a receiver of the mortgaged premises, who shall vend to take possession of the mortgaged premises and collect the rents, issues and profits including a reasonable amount to be paid to the Court in the event said premises are occupied by the trustee and after deducting all charges and expenses of collection, if any, and the amount 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 by the Mortgagor 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 this Note, or of 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 or any law enforcement officer, or otherwise, all costs and expenses incurred by the Mortgagor, and a reasonable attorney's fee, shall thereupon 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 in law and equity.
7. That the Mortgagor shall hold and enjoy the premises above described, and there is a default under this mortgage or in the note secured thereby, it is the express intent of the parties that if the Mortgagor shall fully perform all the terms, conditions, and covenants of the mortgage, and of the note, and if so, then that 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 move to the respective heirs, executors, administrators, successors and assigns of the parties hereto. Wherever 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 26th day of January 1979.

Kathy H. Birsing

Warren Bernard Metz
(SEAL)
(SEAL)
(SEAL)
(SEAL)

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

PROBATE

I personally appeared the undersigned witness and made oath that she saw the within named mortgagor sign, seal and affix his and her hand and seal deliver the within written instrument as that is to be with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this 26th day of January 1979.

Warren Public for South Carolina
My Commission expires 4/7/79.

Kathy H. Birsing

STATE OF SOUTH CAROLINA
COUNTY OF

RENUNCIATION OF DOWER
NOT NECESSARY-MORTGAGOR UNMARRIED.

I the undersigned Notary Public do hereby certify unto all whom, it may concern, that the undersigned wife (names of the above named mortgagor) respectively, did this day appear before me, and each upon being separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person whatsoever, renounce, release and forever relinquish, the mortgagee, and the mortgagor's right to the wages and earnings, all her interest and estate, and all her right and claim of dower, if any, and to all and singular the premises within mentioned and referred.

GIVEN under my hand and seal this

Seal

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SEAL

Notary Public for South Carolina

RECEIVED JAN 31 1979 at 10:48 A.M.

EX-177

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
WARREN BERNARD METZ

TO

FIRST CITIZENS BANK AND TRUST COMPANY

Mortgage of Real Estate

I hereby certify that the within Mortgage has been filed
on the _____ day of January 1979
in the office of the Clerk of Court
at 10:48 A.M. in Room 1456
Montgomery Building No. 392

No. 100, 10th Street Greenville, South Carolina
LAW OFFICES OF
416, 915, 36
Lot 111 Broad Vista Blvd.
SUPER HWY. HOME SITES