

1400 611

The Mortgagor further covenants and agrees as follows:

- (1) That this mortgage shall secure the Mortgagor for such further sums as may be advanced by heretofore, at the option of the Mortgagor, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pertaining to the premises herein. This mortgage shall also secure the Mortgagor for any further loans, advances, redemptions or credits that may be made heretofore to the Mortgagor by the Mortgagor. Long as the total indebtedness that accrued does not exceed the original amount shown on the face hereof. All sums 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 secured as may be required from time to time by the Mortgagor against loss by fire and any other hazards specified by the Mortgagor, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagor, and as 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 form acceptable to the Mortgagor, and that it will pay all premiums therefor for when due; and that it does hereby agree to the Mortgagor the proceeds of any policy insuring the mortgaged premises and do hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagor, to the extent of the balance owing to 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 constructive fire, that it will cause reconstruct a said improvement without interruption, and should it fail to do so, the Mortgagor may, at its option, cause said premises, make whatever repairs are necessary, including the completion of any reconstruction work underway, and charge the expenses for such repairs to the ownership of such reconstruction to the mortgage debt.
- (4) That it will pay, when due, all taxes, public assessments, and other governmental or municipal charges, liens or judgments 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 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 rental to be fixed by the Court in the event said premises are occupied by the mortgagor, and after deducting all charges and expenses affecting such proceeding and the execution of its trust as receiver, shall apply the residue of the rents, issue 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 on the Mortgage 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 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 any attorney for collection by suit or otherwise, all costs and expenses incurred by the Mortgagor, and a reasonable attorney's fee, shall thereafter 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 and collected hereunder.
- (7) That the Mortgage shall hold and enjoy the premises alone reserved 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 perfect all the terms, conditions, and covenants of the mortgage, and of the note secured hereby, that then this mortgage shall be wholly null and void; otherwise to remain in full force and effect.
- (8) That the covenants herein contained shall bind, and the lessees and sublessees shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties herein. 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 29 day of January 1979.

SIGNED, sealed and delivered in the presence of:

Dame + Lorraine
Betty O. Berry

Henry Berry, Jr. (SEAL)
Henry Berry, Jr. (SEAL)
Henry Berry, Jr. (SEAL)

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

JURORATE

Personally appeared the undersigned witness and made oath that to the best of the within named mortgagor sign, seal and as its act and deed deliver the within written instrument and that to the best of the other witness subscribed above witnessed the execution thereof.

SPOKEN to before me this 29 day of January 1979.

Dame + Lorraine
Notary Public for South Carolina
My Commission Expires 2/28/83

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 (wives) of the above named mortgagor(s), respectively, did this day appear before me, and each upon being separately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, threat or fear of any person whatsoever, renounce, release and forever relinquish unto the mortgagor(s) and the mortgagor(s)' heirs or successors and assigns, all her interest and estate, and all her right and claim of owner of, in and to all and singular the premises within mentioned and related.

GIVEN under my hand and seal this

29 day of January 1979.

Dame + Lorraine
Notary Public for South Carolina
My Commission Expires 2/28/83 RECOOLED

EVELYN BERRY

FEB 1 1979

at 3:50 PM recorded in book 1456
page 610
VOLUME 19
\$8,200.00
4 acres, Howard Drive,

Mortgage of Real Estate

I hereby certify that the within Mortgage has been filed
on the 1st
day of February
in 1979
in 3:50 PM recorded in book 1456
page 610
VOLUME 19
\$8,200.00
4 acres, Howard Drive,

YOUNG, GROSS, GAULT & SMITH

4328 RVZ