

The Mortgagor further covenants and agrees as follows:

- (1) That the Mortgagor shall pay to the Mortgagee for each further sum as may be assessed by heretofore, at the option of the Mortgagee, the payment of taxes, insurance premium, rent, or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgage for any further taxes, insurance, real leases or credits which may be added hereto to the Mortgage by the Mortgagee so long as the same do not exceed the original amount shown on the face hereof. All sums so assessed shall bear interest from the date hereof as the mortgagee so directs and shall be payable on demand of the Mortgagee unless otherwise provided in writing.
- (2) That the Mortgagor shall keep the property covered by this mortgage in good repair, and in the case of a minor violation, shall allow the Mortgagee to make such repairs and any other hazards specified by Mortgagee in a written notice given to the Mortgagor, dated 10 days before the date of the violation, and to appropriate a reasonable sum for that all such expenses and costs so incurred shall be paid by the Mortgagor. If the Mortgagor fails to do so, the Mortgagee may at its option enter upon said premises and make such repairs and other expenses as it deems necessary and appropriate to the Mortgagee and that the said expenses and costs so incurred shall be paid by the Mortgagor when the same are rendered to the Mortgagee in the form of any policy insuring the mortgaged property and the Mortgagor shall be liable to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the mortgage, whether due or not.
- (3) That the Mortgagor shall keep the property covered by this mortgage in good repair and in the case of a minor violation, shall allow the Mortgagee to make such repairs and any other hazards specified by Mortgagee in a written notice given to the Mortgagor, dated 10 days before the date of the violation, and should it fail to do so, the Mortgagee may at its option enter upon said premises and make such repairs and other expenses as it deems necessary and appropriate to the Mortgagee and that the said expenses and costs so incurred shall be paid by the Mortgagor when the same are rendered to the Mortgagee in the form of any policy insuring the mortgaged property and the Mortgagor shall be liable to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the mortgage, whether due or not.
- (4) That the Mortgagor shall comply with all zoning, building, environmental and other governmental or municipal covenants, laws or other regulations affecting the mortgaged premises.
- (5) That the Mortgagor shall defend the title to 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 or issues and profits including a reasonable amount to be held by the Court in the event said premises are occupied by the Mortgagor and after deducting all charges and expenses reasonable to be incurred in the collection of the rents as receiver, shall apply the residue of the rents to issues and profits toward the payment of the amounts due and unpaid hereunder.
- (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 Mortgagee, all or any part thereof by the Mortgagee 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 in the State or of the title to the premises described herein, or should the date secured hereby, or any part thereof be placed in the hands of an attorney at law for collection, or otherwise, all costs and expenses incurred by the Mortgagee and a reasonable attorney's fee shall then be 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 Mortgagee 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 intention 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, 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, trustees 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 13th day of February 1979

Cathy B. Loftis  
Mary A. Hart

Billy Edwin Hart  
BILLY EDWIN HART (SEAL)  
Marian A. Hart  
MARIAN A. HART (SEAL)

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

PROBATE

Personally appeared the undersigned witness and made oath that she saw the within named Notary Public sign, seal and affix his and her name and make ready to sign the within written instrument and that he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 13th day of February 1979.

Frank S. Parker  
Notary Public for South Carolina  
My Commission Expires: 1/18/85

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

Cathy B. Loftis

I, the undersigned Notary Public, do hereby certify unto all whom it may concern, that the undersigned wife (husband) of the above named mortgagor(s), respectively, did this day appear before me and each, upon being personally 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 and set the above named wife (husband) and the mortgagee(s) her/his/their title to the premises and assign, all her interests 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

13th day of February 1979

Frank S. Parker  
Notary Public for South Carolina  
My Commission Expires: 1/18/85

RECORDED

in the month of February  
at 4:20 P.M. recorded in book 1457  
volume 1453 page 893 as No. 116,511.6

I, the undersigned Notary Public, do hereby certify that the within Mortgage has been filed on the 20th day of February 1979.

### Mortgage of Real Estate

LAW OFFICES OF  
J. W. Acres, Addis St.  
Parks M. Tp.

X 2011-10 X  
BRISSEY, LATHAM, FAISSOUX SMITH & BASSARE, P.C.  
STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE  
FEB 20 1979 at 4:20 P.M.

SOUTHERN BANK & TRUST COMPANY

111-111-1111

2/20/79  
FEB 20 1979

2/20/79  
FEB 20 1979