

The Manager further covenants and agrees as follows:

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- (1) That the Mortgagor shall set up the Mortgage for such further sums as may be advanced hereunder, 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 Mortgage for any further sum, whatever is, realizable or creditable that may be made hereunder to the Mortgagee by the Mortgagor so long as the total indebtedness 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 and shall be payable on demand of the Mortgagor unless otherwise provided in writing.

(2) That it is the intent of the parties that any estate or interest hereunder created on the mortgaged property is, and as may be required from time to time by the Mortgagor, shall be held in trust for any other persons specified by Mortgagor in a document no less than the existence date of this instrument, as may be agreed by the Mortgagor and the Mortgagor, and in compliance therewith, so that all such funds and interest shall be held by the Mortgagor and the Mortgagor shall be liable for the debts, taxes and expenses payable to the Mortgagor, and that it will be the duty of the Mortgagor to pay over to the Mortgagor the proceeds of any judgments and the amounts paid by the Mortgagor for the benefit of such persons, and that the Mortgagor shall be liable to the payment for a loss directly to the Mortgagor, to the extent of the liability owing to the Mortgagor, of debt whether due or not.

(3) That it is the intent of the parties that any estate or interest hereunder created in good repair and in the case of a construction loan, that it will commence and be completed in accordance with the contracts, and should it fail to do so, the Mortgagor may at its option cause repairs to be made and deduct the cost of such repairs, including the completion of any construction work underway, and charge the expenses for such repairs or the amount of such deduction to the principal balance.

(4) That it will pay, when due, all taxes, all assessments, and other governmental or municipal charges, fees or other obligations relating to the mortgaged property, that it will comply with all environmental and municipal laws and regulations affecting the mortgaged premises.

(5) That it is hereby agreed, all rents, issues and profits of the mortgaged premises from and after any default hereunder, and actions 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 the possession of the mortgaged premises and collect the rents, issues and profits, including a reasonable rental to be paid to the Court in the event said premises are occupied by the receiver and after deducting all charges 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 mortgage, or of the note secured hereby, then, at the option of the Mortgagor, all or any 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 to 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 an attorney-at-law for collection, by suit or otherwise, all costs and expenses incurred by the Mortgagor, and a reasonable attorney's fee, shall then, upon demand 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 Mortgagor shall hold and enjoy the premises above conveyed 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, and thereby shall then, this mortgage shall be utterly null and void, otherwise to remain in full force and virtue.

WITNESS the Mortgagor's hand and seal this 2nd day of

Floyd F. Smith _____ (SEAL)
Floyd F. Smith _____ (SEAL)
_____ (SEAL)

**STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE**

PROBATE

Personally appeared the undersigned witness and made oath that (s)he saw the within named mortgagor sign, seal and as its act and deed deliver the within written instrument and that (s)he, with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 2nd day of July 1979.

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Notary Public for South Carolina.

STATE OF SOUTH CAROLINA

2023 RELEASE UNDER E.O. 14176

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 mortgagee(s) and the mortgagee's(s') heirs or successors and assigns, all her interest and estate, and all her right and claim of dower of, in and to all and singular the premises within mentioned and released.

SWEN under my hand and seal this.

2nd day of July 1979
Donald R. Harbo (SEAL)

Maryville & Smith

BRISSEY, LATTAH, FAYSSOUX SMITH & BARBARE, B. A.

COUNTY OF GREENVILLE

FLOYD E. SMITH

Southern Bank & Trust Company

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Mortgage of Real Estate

I hereby certify that the within Mortgage has been this 5th

at 2:26 P.M. recorded in book 1472

Mortgagor's page An. No.

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LAW OFFICES OF

BRISSEY, LATHAN, FAYSSOUX,

\$16,081.80
Lot 47 McCarter Ave., Lake
Forest Hgts., Sec 1

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