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Keith R. Smith, President

(SEAL)

FOXFIRE PROPERTIES, INC.

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WITNESS the Mirtzage's hard and seal this 12th

SICNED, sealed and Schered in the power

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, tor the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the convenants herein. This mortgage shall also secure the Mortgagee for any further band, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indictionless thus so used 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 dold and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

(2) That it will keep the impact of the row existing or hereafter erected on the mortgaged property a smed as may be required from time to time by the Mortgagee against loss by fire and any other hazards specified by Mortgagee in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagee, and that all such policies and renewals thereof shall be half by the Mortgagee, and that it will pay all premiums therefor when does and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does hereby as there each insure a company of the make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the Mortgage debt, whether due or not

(3) That it will be pull suggester as two coloting or hereafter erected in good repair, and, in the case of a construction bean, that it will construct or until cours! For without a terruption, and should it field to do so, the Mortgagee may, at its option, enter upon said premises, make whatever repairs are recessing. For allow the completion of any construction work underway, and charge the expenses for such repairs or the completion of such construction to a to the restricted of the

(4) That it will pay, when the, all three gold is exercised, and other commental or municipal charges, fines or other impulsions against the mertgaged premiers. That it will emply with all a vernmental and municipal laws and regulations affecting the mertgaged premises.

- (5) That it broby assizes all rests issues and profits of the mortzaged 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 mortzaged printies with fill authority to take possession of the mortzaged premises and collect the rests, is used and profits including a reasonable restal to be find by the Court in the event said premises are occupied by the mortgager and after defecting all charges and expenses attending such proceeding and the execution of its trust as receiver, shall apply the residue of the rests, 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 coverants of this mortgage, or of the note scoured hereby, then, at the option of the Mortgage all open then order by the Mortgager 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 insolving this Mortgage or the tale to the premises described herein, or should the debt secured hereby or any part thereof be placed in the hands of any atterney at law for collection by solt or otherwise, all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee, shall there you become 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 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 measure of this instrument that if the Mortgagor shall fully perform all the terms, conditions, and coverants of the mortgage, and of the note wound hereby, that then this mortgage shall be utterly null and void; otherwise to remain in full force and virtue.
- (8) That the coverious herein contained shall hind, and the benefits and advantages shall incre to the respective heirs, executors, administrators successors and estimate 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.

day of

February,

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is, seal and as its act and dee thereof.	d deliver the within writt	ared the understand witness en instrument and that (s) he uary, 1981	with the other wi	tress subscribe	i above witnessed to	nortgagor be execu-
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e, did declare that she does i	freely, voluntarily, and wi axe(s) and the mortgaged singular the premises wit	did this day appear before nethout any compulsion, dread 's(s') beirs or successors and him mentioned and rel-ased.	CE TEAT OF ASY SET	SOUR MISCERSORY	er, retactable, reseasi	2 2DO 196-
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