MORTGAGE OF REAL ESTATE — Thomas C. Brissey, Attorney at Law, 110 Manly St., Greenville, S.C. BOOK 56 PAGE 466

FILED GREENVILLE CO. S.C.

STATE OF SOUTH CAROLINA } 9 10 41 AM '73 MORTGAGE OF REAL ESTATE BOOK 1296 PAGE 747

COUNTY OF GREENVILLE } DONNIE S. TANKERSLEY R.M.C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Fred A. Childress and Audrey M. Childress

(hereinafter referred to as Mortgagor) is well and truly indebted unto Orders Tile & Distributing Co., Inc.

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Nine Thousand and No/100---------- Dollars ($ 9,000.00) due and payable

at the rate of $75.00 per month beginning one month from date for a period of 15 years.

Cancelled Bonnie S. Tankersley APR 5 1978

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The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loan, advance, readvance, or credit that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured 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 paid on demand of the Mortgagee, unless otherwise provided in writing.

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(2) That it will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in an amount not less than the mortgage debt, or in such amounts as may be required from time to time by the Mortgagee and in companies acceptable to the Mortgagee, and that all such policies and renewals thereof shall be held by the Mortgagee, and that it will pay promptly the premiums therefor when due, and that it will pay promptly when due any taxes, assessments or other charges against the mortgaged premises and costs incurred by the Mortgagee in connection with the mortgage debt, or in default thereof the Mortgagee may pay the same or any part thereof, and add the amount so paid to the mortgage debt, and shall be secured by this mortgage. All such policies and renewals thereof shall be held by the Mortgagee, and in case of loss the Mortgagee is authorized to collect and receipt for any such insurance money and may apply the same in whole or in part, at its option, to the reduction of the mortgage debt or to the repairing or replacement of the mortgaged premises, and the Mortgagee shall not be required to make any such repairs or replacements unless it shall be fully indemnified to its satisfaction against all expense incurred in connection therewith.

SATISFIED AND CANCELLED THIS 9th DAY OF MARCH 1978

(3) That it will keep the improvements now existing or hereafter erected on the mortgaged property in good repair and in tenantable condition, and will not commit or suffer any waste, and will not do or suffer to be done any thing which will impair the security of this mortgage. That it will not permit the removal of any fixtures, or any part thereof, without the prior written consent of the Mortgagee, and that it will keep the premises free from any mechanic's lien or other lien which may be asserted against the premises, and will pay the cost of any repairs or improvements now or hereafter made on the premises. That it will not permit or suffer the use of the premises for any purpose in violation of any applicable zoning ordinance. That it will comply with all governmental and municipal laws and regulations affecting the premises and will pay when due all taxes, assessments and other charges, fees or other impositions against the mortgaged premises. That it will comply with all governmental and municipal laws and regulations affecting the premises and will pay when due all taxes, assessments and other charges, fees or other impositions against the mortgaged premises. That it will comply with all governmental and municipal laws and regulations affecting the premises.

(4) That it will maintain in full force and effect other liens and encumbrances now or hereafter on the premises, and will comply with all covenants, conditions and stipulations in the instruments creating such other liens or encumbrances and hereby authorizes the Mortgagee, but is not obligated to do so, upon any default in any such other lien or encumbrance, to pay any amount necessary to satisfy the same or to cure any default thereunder, and any amount so paid shall be secured by this mortgage and shall bear interest at the rate set forth in the note secured hereby and be payable by the Mortgagor upon demand of the Mortgagee.

(5) That it hereby assigns all rents, issues and profits of the mortgaged premises to the Mortgagee, and agrees that should legal proceedings be instituted pursuant to this instrument, any judge having jurisdiction may appoint a receiver of the premises with full authority to take possession of the premises, including all rents, issues and profits, and after deducting all charges and expenses attendant to such possession and the execution of such trust, shall apply the net income and profits toward the payment of the mortgage debt.

Charles C. Anderson
CHARLES C. ANDERSON
TREASURER
ORDERS TILE & DISTRIBUTING Co., Inc.

WITNESS: [illegible]

WITNESS: David C. Phillips

(6) That it will not permit any violations or covenants, conditions or restrictions affecting the premises to exist, and will keep the premises free from any liens other than those herein mentioned. Should the Mortgagee become a party of any suit involving the validity or enforcement of the mortgage, or should the Mortgagee become a party of any suit involving the title or ownership of the premises, or should the debt secured hereby or any part thereof be placed in the hands of an attorney at law for collection by reason of default hereunder, then all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee, shall thereupon 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 Mortgagee 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 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 inure to, the respective heirs, executors, administrators, successors 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 23rd day of November 1973.

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