

YOUNTS, GROSS, GAULT & SMITH
ATTORNEYS
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
STATE OF SOUTH CAROLINA
R.H.C.
STANFORD FEBRUARY CREDIT UNION
P.O. BOX 339
STATE OF SOUTH CAROLINA
GREENVILLE, S.C. 29601
R.H.C.

GREENVILLE CO. S.C.

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MORTGAGE OF REAL ESTATE

2-129

To all whom these presents may concern:

Whereas Robert E. Tollison AND Dorothy L. Tollison

(hereinafter referred to as Mortgagor) is well and truly indebted unto
--Cryovac Employees Federal Credit Union-----

(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
--Eleven thousand three hundred and 00/100----- Dollars (\$ 11,300.00) due and payable

for one hundred twenty months @ \$162.16 per month payable first to interest-----

C. S. Sandifer
C. S. Sandifer
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The Mortgagor further covenants and agrees as follows:

- (1) That this mortgage shall secure the Mortgagor 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 charge interest on the principal sum advanced and on any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee to keep the principal amount advanced plus interest thereon, and the amount so advanced does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the rate of six percent per annum from the date of the advance until paid, and shall be payable on demand of the Mortgagee unless otherwise provided in writing.
- (2) That it will keep the improvements now existing or hereafter erected on the mortgaged property insured for a day by receipt of a certificate of insurance against loss by fire and any other hazards specified by the Mortgagee, in an amount not less than the cost of replacement of the improvements as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereof shall be in form acceptable to the Mortgagee, and have attached thereto full payable clauses in favor of, and in form acceptable to the Mortgagee, and that it will pay the premium thereon for when due; and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does hereby authorize such insurance company concerned to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the principal 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 construction loan, that it will commence construction until completion without interruption, and should it fail to do so, the Mortgagee may, at its option, enter upon said premises, make such repairs as necessary, including the completion of any construction work underway, and charge the expenses for such repairs or the completion of such construction to the mortgage debt.
- (4) That it will pay, when due, all taxes, public assessments, and other governmental or municipal charges, fines or penalties 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 attending 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 Mortgagee, all sums then owing by the Mortgagor 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 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 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 express intent of this instrument that if the Mortgagee shall fully perform all the terms and covenants of the mortgage, and of the note secured hereby, that then this mortgage shall be entirely set aside 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, successors and assigns, of the parties hereto. Whatever word, 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 17th day of June 1977.

SIGNED, sealed and delivered in the presence of: