RECORDED: HORTON, DRAWDY, MARSHBANKS, CHAPMAN & BROWN
PAID $ 5.00
Returned: HORTON LAW FIRM
JUL 1 1 1974
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

JAMES O. FARNSWORTH and
ELIZABETH E. FARNSWORTH

TO 11311

SOUTHERN BANK & TRUST CO.
SATISFIED AND CANCELLED OF RECORD
DAY OF
R. M. C. FOR GREENVILLE COUNTY, S. C.

Mortgage of Real Estate

I hereby certify that the within Mortgage has been this 11th day of July, 1974 at 10:25 A. M. recorded in Book 1325 of Mortgages, page 777 As No. 11311

Register of Mesne Conveyance, Greenville County, S. C.

Horton, Drawdy, Marshbanks, Ashmore,
Chapman & Brown, P.A.
207 Pettigru Street
P. O. Box 10107 F.S.
Greenville, South Carolina 29603

78 1130

$3,000.00

ie Cor. Pettigru St. & Williams
.ty, Also Lot 19 Cor, Williams St.
10 Ft. Alley

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

PROBATE

(4) That it will pay, when due, all taxes, public assessments, and other governmental or municipal charges, fines or other impositions against the mortgaged premises. That it will comply with all governmental and municipal ordinances affecting the mortgaged premises.

(5) That it will keep all improvements now existing or hereafter erected on the mortgaged premises insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee, and that it will keep the improvements now existing or hereafter erected on the mortgaged premises continuously insured as aforesaid, or if this Mortgage be on a unit in a condominium project, then in such form and amount as may be required by the Association of Unit Owners of such condominium project, and that it will pay promptly when due any premiums on such insurance for the full term of the note secured hereby. All such policies of insurance shall be in such companies acceptable to the Mortgagee and shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In the event of loss, Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event of foreclosure of this mortgage or other transfer of title to the mortgaged premises in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to all insurance policies then in force shall pass to the purchaser or grantee.

(6) That it will keep all improvements now existing or hereafter erected on the mortgaged premises in good repair, and in the case of a construction loan, that it will commence construction promptly and complete within a reasonable time any building or improvement now or hereafter commenced on the premises, and all repairs required by law or pursuant to the agreements of the Mortgagee, and that it will not permit any material alteration in any building without the consent of the Mortgagee.

(7) That it will comply with all laws, ordinances, regulations, covenants, conditions and restrictions now or hereafter affecting the said premises and will pay and promptly discharge, at Mortgagor's cost and expense, all liens, encumbrances and charges upon the premises, equipment or any part thereof. Mortgagee may, at its option, enter upon said premises or take whatever repairs are necessary in its judgment to comply with the foregoing covenant. Mortgagor shall reimburse Mortgagee for any sums so expended, and any such advance shall be secured hereby and shall be repayable to Mortgagee on demand, at the option of the Mortgagee, with interest thereon at the highest rate allowable by law.

(8) That it will not permit or suffer the use of the premises for any illegal purpose or in violation of any law, regulation or ordinance, or in such manner as to create a nuisance or cause injury to the premises or to the neighborhood wherein the premises are situated.

(9) That it will keep all improvements now existing or hereafter erected on the mortgaged premises insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee, and that it will keep the improvements now existing or hereafter erected on the mortgaged premises continuously insured as aforesaid, or if this Mortgage be on a unit in a condominium project, then in such form and amount as may be required by the Association of Unit Owners of such condominium project, and that it will pay promptly when due any premiums on such insurance for the full term of the note secured hereby. All such policies of insurance shall be in such companies acceptable to the Mortgagee and shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In the event of loss, Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event of foreclosure of this mortgage or other transfer of title to the mortgaged premises in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to all insurance policies then in force shall pass to the purchaser or grantee.

(10) 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 under this mortgage and the note secured hereby shall forthwith become due and payable, and this mortgage may be foreclosed. Should an attorney be employed to foreclose the mortgage, or should the debt secured hereby, or any portion thereof, be collected by suit or otherwise, or should the Mortgagee be a party of any suit involving this Mortgage or the title to the premises described herein, or should the interest of the Mortgagee be endangered by any such suit, then in any of the above events, the Mortgagee shall be entitled to a reasonable attorney's fee, and any sums expended or advanced by the Mortgagee for any attorney's fee, shall be secured and collected hereunder.

(11) That the Mortgagor shall hold and enjoy the premises above conveyed until there is a default under this mortgage or any 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 note and of the note secured hereby, that then this mortgage shall be utterly null and void; otherwise to remain in full force and effect.

(12) 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 10th day of July in the year of our Lord one thousand nine hundred and seventy-four.

11311

SIGNED, sealed and delivered in the presence of:

James O. Farnsworth (SEAL)
Elizabeth E. Farnsworth (SEAL)

(SEAL)

STAMP $3.00 | STAMP $3.00 | STAMP $3.00 | STAMP $2.00

GREENVILLE CO. S.C.
NOV 9 1982
10 56 AM '82
DONNIE S. TANKERSLEY
R.M.C.

1315 PAGE 778

$100.00

PAID IN FULL AND SATISFIED THIS DATE