Arnold and Alberta Charman, his wife (hereinafter referred to as Mortgagor) is well and truly indebted unto

Enterprise Developers, Inc.

(hereinafter referred to as Mortgages) 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

orporated herein by reference, in the sum of Twenty-nine hundred eighteen------40/10Bollers (\$ 2,918,40 ) due and payable

· 60 @ \$48.64

First payment date December 1, 1969

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the psyment thereof, and of any other and further sum for which the Mortgagor may be indebted to Mortgages at any time for advances made to for his account by the Mortgages, and also in consideration of the further sum of Three Dollars (\$5.00) to the Mortgagor in hand well and truly paid by the Mortgages at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain; sell and release unto the Mortgagor, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and Greenville

being in the State of South Carolina, County of and in Austin Township, City of Greenville, State of South Carolina, and being located about 6% miles from Greenville County Court House and about one mile west of the Laurenc Road, and being known and designated as Tract No. 17 of the Froperty of Central Realty Corporation, according to a plat of record in the R. M. C. Office for Greenville County in Plat Book 4 at page 85, reference being made to said plat for a more detailed description.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, land of all the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Morigagor covenants that it is lawfully selted of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumber the same, are compared to the provided herein. The Morigagor further covenants to warrant and forever defend all and singular the said premises unto the Morigages forever, from and against the Morigagor and all persons whomseever lawfully claiming the same or any part thereof.

The Mortgagor further covenants and agrees as follows:

- (1) That this mortgage shall accure 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 anaesaments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loads, advances, readvances or credit that may be made hereafter to the Mortgageo 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 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 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 an may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagee, and have statched thereto loss payable clauses in favor, and in form acceptable to the Mortgagee, and that it will pay all premiums therefor when due; and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the Mortgage debt, whether due or not.
- (8) 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 continue construction until completion without intercuption, and should it fail to do so, the Mortgages may, at its option, enter upon said premises, make whatever repairs are 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 other impositions 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 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 mortgager and after deducting all charges and expenses stiending 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 Mortgagee, all nums 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 Mortgagoe become a party of any sult involving this Mortgage or the title to the premises described herein, or stored hereby or any part thereof be placed in the hands of any attorney at law for collection by sult or otherwise, all costs and expenses incurred by the Mortgage, and a reasonable attorney's fee, shall thereupon become due and psyable 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 meaning of this instrucent that if the Mortgagor shall fully perform all the terms, conditions, and covernants of the mortgage, and of the note secured hereby, that then this mortgage shall be utterly null and void; otherwise to remain covenants of the mortgi
- (8) That the covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, initirators, successors and assigns, of the parties hereto. Whenever used, the singular shall included the plurst, the plural the singular, the use of any gender shall be applicable to all genders.