

0001 US2-rc148

The Mortgagor further covenants and agrees as follows:

- (1) That this mortgage shall secure the principal amount of \$10,000.00, or so much thereof as may be necessary to pay the principal amount of the note, and interest thereon at the rate of 7% per annum, plus taxes, insurance premiums, and other expenses, including attorney's fees, to secure the Mortgagor for any further loans, advances, extensions, renewals, or otherwise, and that the same shall be payable on demand or on the date of maturity, or long as the total indebtedness thus secured does not exceed, as on the date of the execution of this instrument, the sum of \$10,000.00, plus taxes, insurance premiums, and other expenses, including attorney's fees, at the same rate as the mortgage debt and shall be payable on demand or on the date of maturity, or long as the total indebtedness thus secured does not exceed, as on the date of the execution of this instrument, the sum of \$10,000.00, plus taxes, insurance premiums, and other expenses, including attorney's fees, at the same rate as the mortgage debt.
- (2) That it will keep the 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 interruption, and should it fail to do so, the Mortgagor shall pay all costs and expenses incurred by the Mortgagor in such amounts as may be required by the Mortgagor, and to compensate him for the loss sustained by the Mortgagor, and have attached thereto the payoff clause in the original note, and that it will pay all premiums therefor when due; and that it does hereby assign to the Mortgagor its interest in all insurance policies covering the mortgaged premises, and hereby authorize each insurance company concerned to make payment for a loss sustained by the Mortgagor, and to pay the same to the Mortgagor, 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 continue construction until completion without interruption, and should it fail to do so, the Mortgagor shall pay all costs and expenses incurred by the Mortgagor in such amounts as may be required by the Mortgagor, and to compensate him for the loss sustained by the Mortgagor, and have attached thereto the payoff clause in the original note, and that it does hereby assign to the Mortgagor its interest in all insurance policies covering the mortgaged premises, and hereby authorize each insurance company concerned to make payment for a loss sustained by the Mortgagor, whether due or not.
- (4) That it will pay, when due, all taxes, public assessments and other governmental or municipal charges, rates or costs, and expenses incident to 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, hereinafter referred to as "the trust", to the Mortgagor, and that legal proceedings be instituted pursuant to this instrument, any judge having jurisdiction may, at Court, or otherwise, take possession of the mortgaged premises, and, with full authority, to take possession of the mortgaged premises, and collect the rents, issues and profits, and reasonable rental to be fixed by the Court in the event said premises are occupied by the Mortgagor, and reasonable attorney's fee shall attend 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, or any part thereof, then, in the opinion of the Mortgagor, 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 Mortgagor become a party thereto, involving this Mortgage or the title to the premises described herein, or should the debt secured hereby, or any part thereof, be paid, or the same recovered by any attorney at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagor, and 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 Mortgagor shall hold and enjoy the premises above conveyed until there is a default under this mortgage, or in the event named 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 accrue 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 26th day of February 1971

SIGNED, sealed and delivered in the presence of:

James C. Brown
Lynne S. Wilson

Martha R. Alford
W. H. Alford
(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF SOUTH CAROLINA

PROBATE

COUNTY OF

Personally appeared the undersigned witness and made oath that (s)he saw the within named mortgagor sign, seal and as its act and deed deliver the within written instrument and that (s)he, with the other witness subscribed above witnessed the execution thereof.

SWEORN to before me this 26th day of February 1971

Notary Public for South Carolina

4-7-79

Lynne S. Wilson

STATE OF SOUTH CAROLINA

RENUNCIATION OF DOWER

COUNTY OF

I, the undersigned Notary Public, do hereby certify unto all whom it may concern, that the undersigned wife (wives) of the above named mortgagor(s) respectively, did this day appear before me, and each, upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread, or fear of any person whatsoever, renounce, release and forever relinquish unto the mortgagor(s) and the mortgagor(s)' heirs or successors and assigns, all her interest and estate, and all her right and claim of dower of, in and to all and singular the premises within mentioned and released.

GIVEN under my hand and seal this

26th day of February 1971

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Martha R. Alford

Notary Public for South Carolina

(SEAL)

Recorded March 2, 1971 at 9:22 A.M. #20160