

0305

The mortgagor does hereby covenant and agree to procure and maintain insurance in the amount of not less than \$45,000.00 dollars, against all loss or damage by fire, in some insurance company acceptable to the mortgagee herein, upon all buildings now or hereafter existing upon said real estate, and to assign such insurance to the mortgagee as additional security, and in default thereof said mortgagee may procure and maintain such insurance and add the expense thereof to the face of the mortgage debt as a part of the principal and the same shall bear interest at the same rate and in the same manner as the balance of the mortgage debt and the lien of the mortgage shall be extended to include and secure the same. In case said mortgagor shall fail to procure and maintain (either or both) said insurance as aforesaid, the whole debt secured hereby shall, at the option of the mortgagee, become immediately due and payable, and this without regard to whether or not said mortgagee shall have procured or maintained such insurance as above permitted.

Mortgagor does hereby covenant and agree to pay promptly when due all taxes and assessments that may be levied or assessed against said real estate, and also all judgments or other charges, liens or encumbrances that may be recovered against the same or that may become a lien thereon, and in default thereof said mortgagee shall have the same rights and options as above provided in case of insurance.

And if at any time any part of said debt, or interest thereon, be past due and unpaid, mortgagors

hereby assigns the rents and profits of the above described premises to the said mortgagee or their Heirs, Executors, Administrators or Assigns and agree that any Judge of the Circuit Court of said State, may, at chambers or otherwise, appoint a receiver, with authority to take possession of said premises and collect said rents and profits, applying the net proceeds thereof (after paying costs of collection) upon said debt, interest, cost of expense; without liability to account for anything more than the rents and profits actually collected.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of the parties of these Presents,

that if we, the said mortgagor, do and shall well and truly pay or cause to be paid unto the said mortgagee the debt or sum of money aforesaid, with interest thereon, if any be due, according to the true intent and meaning of said note, then this deed of bargain and sale shall cease, determine, and be utterly null and void, otherwise to remain in full force and virtue.

AND IT IS AGREED by and between the said parties that said mortgagor shall have the right to hold and enjoy the said Premises until default of payment shall be made.

WITNESS OUR hand and seal S, this 3rd day of August

in the year of our Lord one thousand, nine hundred and seventy-nine

in the one hundred and year of the Independence of the United States of America.

Signed, sealed and delivered in the presence of

Witness signatures: Roger H. Henry, Jr. (L. S.), Ellison D. Smith III (L. S.), (L. S.), (L. S.)

The State of South Carolina

Probate

COUNTY OF ANDERSON

PERSONALLY appeared before me Leland C. Stoddard and made oath

That he saw the within named Roger H. Henry, Jr. & Ellison D. Smith III

sign, seal and as their act and deed deliver the within written deed, and that he with William C. Hood witnessed the execution thereof.

Sworn to before me this 3rd day

of August, A. D., 1979

Notary Public for South Carolina (L. S.)

My Commission Expires January 5, 1988

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