

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.

VOL 1460 PAGE 217

MAR 19 12 18 PM '79

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

BONNIE S. TANKERSLEY
R.H.C.

BOOK 1496 PAGE 432

WHEREAS, Joseph E. Hill and Jimmy C. Langston

(hereinafter referred to as Mortgagor) is well and truly indebted unto

Carolyn W. Dennis

ASSIGNMENT FILED AND RECORDED
26th DAY OF Feb. 1980

Rem VOL. 1496 PAGE 432

AT 11:20 O'CLOCK A.M. NO. 25696

(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 FIFTY THOUSAND AND NO/100

Dollars (\$ 50,000.00) due and payable

Notary Public for South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
RENUNCIATION OF POWER
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 mortgagee(s) and the mortgagee(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.

WILLIAM S. DENNIS, ATTORNEY
FEB 26 1980

For value received, I do hereby assign, transfer and set over to Carolyn W. Dennis, Greenville, South Carolina, the within mortgage with recourse, this 26th day of Feb. 1980.

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.
SWORN to before me this 26th day of February 1979
Notary Public for South Carolina
My Commission Expires:

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
PROBATE
WITNESS the Mortgagor's hand and seal this 26th day of February 1979
SIGNED, sealed and delivered in the presence of:
Joseph E. Hill
Jimmy C. Langston

The Mortgagor further covenants and agrees as follows:
1. That this mortgage shall secure 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 assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, repairs or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total interest 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 as may be required by the Mortgagee, and have attached thereto loss payable clauses in favor of, 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.
(3) That it will keep all improvements now existing or hereafter erected in good repair, and in the case of a construction log, that it will continue construction until completion without interruption, and should it fail to do so, the Mortgagee 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 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 of court, 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 all other charges and expenses attending 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 the Mortgagee shall have the option of the Mortgagee, all sums then owing by the Mortgagee to the Mortgagee shall become immediately due and payable, and the Mortgagee may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the Mortgagee of any suit involving this Mortgagee or the title to the premises described herein, or should the debt secured hereby, and a reasonable attorney's fee, shall thereupon become due and payable immediately or on demand, at the option of the Mortgagee. The Mortgagee shall hold and enjoy the premises above conveyed until there is a default under this mortgage, and of the note secured hereby, that then this mortgage shall be utterly null and void, otherwise to remain in full force and effect.
(7) That the Mortgagee shall hold and enjoy the premises above conveyed until there is a default under this mortgage, and of the note secured hereby. It is the true meaning of this instrument that if the Mortgagee 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 effect.
(8) 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 use of any gender shall be applicable to all genders.

5.5 Acres Pelham R.

RECORDED FEB 26 1980 at 11:20 A.M.

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