

Mortgagee's address: Post Office Box 1329, Greenville, S.C. 29602
HORTON, DRAWDY, MARCHBANKS, ASHMORE, CHAPMAN & BROWN, P.A. 307 PETTIGRU ST., GREENVILLE, S.C. 29603

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:
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FILED
GREENVILLE, CO. S.C.
FEB 26 4 26 PM '79
DONNIE S. TANKERSLEY
R.H.C.

WHEREAS, MARY JANE FOSTER LAWRENCE-----

(hereinafter referred to as Mortgagee) is well and truly indebted unto SOUTHERN BANK & TRUST COMPANY-----

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagee's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Fourteen Thousand and No/100----- Dollars (\$14,000.00-) due and payable

in 60 equal monthly payments of principal and interest in the sum of \$297.46, the first such payment being due and payable-----

This mortgage is junior in priority to that certain note and mortgage heretofore given to Miriam W. Pickell recorded in the Greenville County R.M.C. Office in R.M. Book 1338 at Page 855, to secure the original sum of \$40,000.00.

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(3) That it will keep all improvements now existing or hereafter erected on the premises 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 Mortgagee may, at its option, enter upon said premises and make whatever repairs are necessary, including the completion of any construction then 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 party having jurisdiction may, in Chambers or otherwise, 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 reasonable rental to be fixed by the Court in the event said premises are occupied by the Mortgagee and after deducting all charges and expense 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 if the Mortgagee, then, at the option of the Mortgagee, all sums then owing by the Mortgagor to the Mortgagee shall become due and payable, and this mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the Mortgagee, at any time, be in default in paying this Mortgage or the note to the premises described herein, or should the debt secured hereby to any party thereof be in default in the hands of any attorney at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagee and a reasonable attorney's fee, shall thereupon become due and payable immediately or on demand, at the option of the Mortgagee.

(7) That the Mortgagee shall hold and enjoy the premises above conveyed until there is a default in any of the terms, conditions, or covenants of the mortgage 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 Mortgagee, its heirs, assigns, administrators, successors and assigns, of the parties hereto. Whenever used, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders.

WITNESS the Mortgagee's hand and seal this
SIGNED, sealed and delivered in the presence of

James C. Blalock, Jr.

26th day of February 1979.

Mary Jane Lawrence

GREENVILLE COUNTY REGISTER
DONNIE S. TANKERSLEY
R.H.C.
FEB 26 9 25 PM '79
GREENVILLE, S.C.
FILED (SEAL)