

The Mortgagor further covenants and agrees as follows:

- That this mortgage shall secure the Mortgagee for each further advance of loan made hereunder at the option of the Mortgagee for the payment of taxes, assessments, public charges, utility charges, and other charges, and that the Mortgagee shall also secure the Mortgagee for each further loan, advance, or payment made hereunder at the Mortgagee's option so long as the total indebtedness thus secured does not exceed the amount of the original loan. All such advances shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee and as otherwise provided in writing.
- That it will keep the improvements now existing or hereafter created 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 the Mortgagee in an annual policy or less than the mortgage debt or such amounts as may be required by the Mortgagee, and in compliance a separate policy shall be held by the Mortgagee, and have attached thereto a loss payable clause and a right of subrogation in favor of 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 the Mortgagee to cause payment for a loss directly to the Mortgagee to the extent of the balance owing on the Mortgage debt, whether or not
- That it will keep all improvements now existing or hereafter created in good repair, and in the case of a construction loan that it will continue construction until completion without interruption, and shall be bound to do so, the Mortgagee may at its option order upon said premises, make whatever repairs are necessary, including the completion of any construction work and pay the cost thereof, and also the expenses for such repairs or the completion of such construction to the mortgage debt.
- 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.
- 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, with full authority to take possession of the mortgaged premises, and collect the rents, issues and profits, and bring a reasonable rental to be fixed by the Court in the event such proceeds are not sufficient to pay the mortgage and after deducting all charges and expenses attending such proceedings, 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.
- 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 sums then owing by the Mortgagee to the Mortgagee shall be due and payable, and this mortgage shall be enforceable and all legal proceedings hereunder shall be deemed to be in full force and effect, and should the Mortgagee become a party to any suit to enforce this mortgage, or the note secured hereby, or should the debt secured hereby or any part thereof be placed in the hands of any attorney at law for collection, or should any costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee, shall thereupon become a part of the debt secured hereby, and shall be payable at the option of the Mortgagee, as a part of the debt secured hereby, and shall be secured and collectible hereunder.
- That the Mortgagee shall defend and maintain the premises shown on the plat hereunder, there is a default under this mortgage or in the note secured hereby. It is the true intent of this instrument that if the Mortgagee shall fail to do so, all the terms, conditions, and covenants of the mortgage, and of the note secured hereby, shall nevertheless remain in full force and effect.
- That the covenants herein contained shall bind and the benefits and advantages shall inure to the respective heirs, executors, administrators, assigns and assigns of the parties hereto. Wherever 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 13th day of August, 1973.

SIGNED, sealed and delivered in the presence of

*James Stephen Smith* SEAL  
*Judy W. Smith* SEAL

STATE OF SOUTH CAROLINA }  
 COUNTY OF GREENVILLE }  
 The foregoing instrument was acknowledged before me this 13th day of August, 1973.

*Barbara G. Barber* SEAL  
 Notary Public for South Carolina  
 My commission expires \_\_\_\_\_

STATE OF SOUTH CAROLINA }  
 COUNTY OF GREENVILLE }  
 I, the undersigned Notary Public, do hereby certify unto all whom it may concern, that the undersigned wife, widow, of the above named mortgagor, respectively, on 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, duress, or fear of any person, whether real or fictitious, release and convey to and in trust to the mortgagee, and the mortgagee's heirs or assigns, all her interest and estate, and all her right and claim of dower, and to all and singular the premises within mentioned and released.

GIVEN under my hand and seal this 13th day of August, 1973.

*Judy W. Smith* SEAL  
 Notary Public for South Carolina  
 My commission expires \_\_\_\_\_

RECORDING FEE \$ 2.50  
 STATE OF SOUTH CAROLINA  
 COUNTY OF GREENVILLE

RETURN TO JAMES B. JACOBSON

Joseph E. Cameron  
 James Stephen Smith and  
 Judy W. Smith

TO

I hereby certify that the within Mortgage has been this 13th day of August, 1973, recorded in Book 2116 of Mortgages, page 511.

As No. 1517

Register of Meane Conveyance  
 GREENVILLE County

LEHMAN A. MONTGOMERY, JR.  
 Attorney at Law  
 Greenville, S. C.

6 22 1973

Notary Public for South Carolina  
 My commission expires \_\_\_\_\_

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