

1429-417

The Mortgagor further covenants and agrees as follows:

- (1) That this mortgage shall secure the Mortgagor for such further sums as may be advanced hereafter, at the option of the Mortgagor, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagor for any further funds, advances, realvalues or credits that may be made hereafter to the Mortgage by the Mortgagor so long as the total indebtedness thus created 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 or the Mortgage unless otherwise provided in writing.
- (2) That it will keep the property mortgaged existing or hereafter erected on the mortgaged property in good condition, as may be required from time to time by the Mortgagor's agent hereon, for all other hazards specified by Mortgagor, in amounts not less than the mortgage debt, or in such amounts as may be directed by the Mortgagor, and in companies a comparable to it, and that all such policies and renewals thereof shall be held by the Mortgagor, and that the premium thereon shall be payable directly to the Mortgagor and that it will pay all premiums thereafter when due and that it will only assign to the Mortgagor the proceeds of any policies covering the mortgaged premises and does hereby authorise the Mortgagor to cause to be made payment for a loss directly to the Mortgagor, to the extent of the balance owing on the Mortgage debt, whether due or not.
- (3) That it will keep the property mortgaged existing or hereafter erected in good repair, and, in the case of a construction loan, that it will construct the same well and in accordance with plans and should it fail to do so the Mortgagor may, at its option, enter upon said premises, make whatever repairs are necessary, and charge the completion of my construction work underway and charge the expenses for such repairs or the completion of such construction to the balance due.
- (4) That it will pay when due all taxes, all assessments and other governmental or municipal charges, fines or other impositions against the mortgaged property. 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 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 including a reasonable sum to be paid to the Court in the event said premises are occupied by the plaintiff and after deducting all charges and expenses attending such possession 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, at the option of the Mortgagor, all sums then owing by the Mortgagor to the Mortgagor 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 to any suit involving this Mortgage or the title to the premises described herein, or should the debt secured hereby, or any part thereof be placed in the hands of an attorney at law for collection, or otherwise, all costs and expenses incurred by the Mortgagor, and a reasonable attorney's fee, shall thereupon become due and payable immediately or on demand, at the option of the Mortgagor, 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 note secured hereby. It is the express intent of this agreement that if the Mortgagor shall fully perform all the terms, conditions, and covenants of the mortgage, and of the note, and 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 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 the use of any gender shall be applicable to all genders.

WITNESS the Mortgagor's hand and seal this 20th day of April 1978.

SIGNED, sealed and delivered in the presence of:

Janette C. Hendrix
Donald J. Barber

James L. Green (SEAL)
JAMES L. GREEN
Annette B. Green (SEAL)
ANNETTE B. GREEN (SEAL)

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

PROBATE

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 20th day of April 1978

Donald J. Barber (SEAL)
Notary Public for South Carolina
My Commission Expires 1/15/85

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

RENUNCIATION OF DOWER

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 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.

GIVEN under my hand and seal this

20th day of April 1978.

Donald J. Barber (SEAL)
Notary Public for South Carolina
My Commission Expires 1/15/85

Annette B. Green
ANNETTE B. GREEN

3109.1

✓ APR 20 1978
BRASSET, LATHAN SMITH & BARBARE, P. A.
X 3109.4 X

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

JAMES L. GREEN AND ANNETTE B. GREEN

SOUTHERN BANK AND TRUST COMPANY

TO

RECORDED APR 20 1978 At 3:52 P.M.

Mortgage of Real Estate

I hereby certify that the within Mortgage has been this 20th day of April 1978 at 3:52 P.M. recorded in Book 1429 at page 476 As No. _____

Mortgagor, page 476
Register of Deeds Conveyance Greenville County

LAW OFFICES OF

\$5,900.76
Lot 26 Terrace Rd., Add. to
Coleman Rights.

4328 RV-2