

1979-1980

3. That it will keep all improvements, existing or thereafter erected or constructed, and, in the case of a construction loan, that it will continue construction until completed, without interruption, and it shall fail to do so, the Mortgagor may, at its option, enter upon said premises, make whatever repairs are necessary, including the completion of such construction, with reasonable 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, fees 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 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 rental to be fixed by the Court in the event said premises are occupied by the mortgagor and after deducting all 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, at the option of the Mortgagor, all sums then owing by the Mortgagor to the Mortgaggee shall become immediately due and payable, and this mortgage may be foreclosed. Should no legal proceedings be instituted for the foreclosure of this mortgage, it should the Mortgaggee become a party of one suit involving this Mortgage or the note to the premises described herein, or should the debt be held jointly or any part thereof be placed in the hands of any attorney at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgaggee, and a reasonable attorney's fee, shall thereupon become due and payable immediately or on demand, at the option of the Mortgaggee, 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 described until there is a default under this mortgage or in the note secured hereby. It is the true meaning of this instrument that if the Mortgagor shall fully perform all the terms, conditions, and covenants of the mortgage, and of the note, secured hereby, that then this mortgage shall be wholly 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 accrue, to the respective heirs, executors, administrators, successors and assigns of the parties herein. Whatever 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 19th day of January 1979

SIGNED sealed and delivered in the presence of:

C. Timothy Sullivan
Notary Public for South Carolina
My Commission Expires 9-6-85

John H. Nichols (SEAL)

John H. Nichols (SEAL)

John H. Nichols (SEAL)

SEAL

STATE OF SOUTH CAROLINA

PROBATE

COUNTY OF GREENVILLE

I personally appeared, the undersigned witness and made oath that she saw the within named mortgagee sign, seal and affix his or her official seal to the within instrument, and that he was with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 19th day of January 1979

C. Timothy Sullivan (SEAL)
Notary Public for South Carolina
My Commission Expires 9-6-85

John H. Nichols

STATE OF SOUTH CAROLINA

RENUNCIATION OF DOWER

COUNTY OF GREENVILLE

I the undersigned do hereby renounce, disclaim and renounce, that the undersigned wife, known as the above named mortgagee, subject to, and this day appear before me, and each other, twice privately and separately examined by me, did declare that she dies freely, voluntarily, and without any constraint, freed of fear of any person, whomsoever, renounce, release and forever relinquish unto the mortgagee, and the mortgagee's heirs, executors and assigns, all her interest and estate, and all her right and claim to dower of, in, and to all and singular the premises within this instrument released.

GIVEN under my hand and seal this

19th day of January 1979

C. Timothy Sullivan (SEAL)
Notary Public for South Carolina
My Commission Expires 9-6-85

21390

FRANK H. NUGENT, JR.
GRANVILLE, S.C., 29640

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Community Bank
Post Office Box 600
Greenville, S.C., 29601

TO

Mortgage of Real Estate

RECORDED JAN 19 1979 at 11:24 A.M. 21390

I hereby certify that the within Mortgage has been duly recorded in the office of the Clerk of Court of Greenville County, State of South Carolina, on the 19th day of January, 1979, at 11:24 A.M. as recorded in Book 145, page 608, as No 66,000.

Notary of Motor Convalescence
C. TIMOTHY SULLIVAN, P.A.
Attorney at Law
Greenville, South Carolina

Lot 13 Stratton Place

12-28-87