

The Mortgagor further covenants and agrees as follows:

1. That the mortgagor shall secure the Mortgage for such sum or sums as may be advanced by holder of the mortgage or the payment of taxes, insurance premiums, public assessments, costs of any legal proceedings, and expenses of collection, and the payment of interest at the same rate as the total indebtedness then secured does not exceed the original amount of the principal sum advanced, and that the interest so charged shall bear interest at the same rate as the mortgagor does and shall be payable on demand of the Mortgagor unless otherwise provided in writing.
2. That it will keep the improvements now existing or hereafter erected on the mortgaged property in good repair, and to the best of its knowledge from time to time by the Mortgagor against loss by fire and any other hazard specified by Mortgagor in writing, not less than the insurance held, or in such amounts as may be required by the Mortgagor, and to companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagor, and have attained thereto full payable value in favor of and in form acceptable to the Mortgagor, and that it will pay all premiums thereon when due, and that it does hereby agree to the Mortgagor the proceeds of any policy covering the mortgaged premises and does hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagor, to the extent of the balance owing on the Mortgage date, 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 loan, that it will commence construction until completed without interruption, and should it fail to do so, the Mortgagor shall, at its option, enter upon said premises, make whatever repairs are necessary, including the completion of any construction work unfinished, and charge the expenses for such repairs or the completion of such construction to the mortgaged 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 agrees all rents, issues and profits of the mortgaged premises from and after any default hereunder, and agrees that, should local proceedings be instituted pursuant to this instrument, any officer 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 if the rents and premises are occupied by the mortgagor and after deducting all costs and expenses attending such proceeding and the execution of it, and 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 to 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 of any suit involving this Mortgage or the title to the premises mortgaged herein, or should the debt secured hereby, or any part thereof be placed in the hands of any attorney at law for collection, for suit or otherwise, all costs and expenses incurred by the Mortgagor, and a reasonable attorney's fee, shall therefore, 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 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 secured hereby, and of the note secured 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 accrue 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 18th day of January 1979

SIGNED, sealed and delivered in the presence of

Ronald L. Tyner

SEAL

Margaret A. Tyner

SEAL

SEAL

SEAL

STATE OF SOUTH CAROLINA  
COUNTY OF Greenville

PROBATE

Personally appeared the undersigned witness and made oath that she saw the within named testator sign and affix his name and affix his mark and affix his seal and did declare the within witness was present and that she, with the other witness present, alone witnessed the execution thereof.

GIVEN to before me the 18th day of January 1979

SEAL

Notary Public for South Carolina  
My Commission Expires 8-12-80

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 did, when I appeared before the above named testator, and witnessed his signing and affixing his mark and seal to the above named instrument, do declare that he then free, unencumbered, and without any compunction, did, in view of any personal debts, sever, release and renounce to myself and the mortgagee, and the mortgagee's heirs or successors and assigns, all his interest and estate, and all his legal and moral right of dower of, or had to all and singular the premises within mentioned, and released

GIVEN under my hand and seal this

Margaret A. Tyner

SEAL

Notary Public for South Carolina  
My Commission Expires 8-12-80

at 11:59 A.M. 1979

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

RONALD L. TYNER AND  
MARGARET A. TYNER

TO

MESSE R. KENNEDY

RILEY & RILEY-S

I, Ronald L. Tyner, do hereby certify unto all whom it may concern, that the undersigned did, when I appeared before the above named testator, and witnessed his signing and affixing his mark and seal to the above named instrument, do declare that he then free, unencumbered, and without any compunction, did, in view of any personal debts, sever, release and renounce to myself and the mortgagee, and the mortgagee's heirs or successors and assigns, all his interest and estate, and all his legal and moral right of dower of, or had to all and singular the premises within mentioned, and released

RECORDED

1979

11:59 A.M.

A. M. recorded in

Book 1455

at Mortgage, page 665

N. S. No.

No. 1455 of State Charter No. 1455, Greenville, County

313,500 Dollars AND 00/100  
Attorneys at Law  
Greenville, South Carolina

5.05 Acres Buncombe Rd.

FEB 2 1980