

1453-82

The Mortgagee shall have the right to collect from time to time:

- (1) That this mortgage shall cover the Mortgagor for such further sums as may be advanced hereafter, at the option of the Mortgagor, for the payment of taxes, insurance, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also cover the Mortgagor for any other loans, advances, instruments or credits that may be made hereafter to the Mortgagor by the Mortgagor or others as the total indebtedness thus incurred 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 of the Mortgagor unless otherwise provided in writing.
- (2) That it will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagor, to be free and clear of all hazards specified by Mortgagor, in an amount not less than the mortgage debt, or more than one hundred percent of the amount received by the Mortgagor, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagor, and have attached thereto loss payable clauses in favor of, and in form acceptable to the Mortgagor, and that it will cause them thereafter when due, and that it does hereby assign to the Mortgagor the proceeds of any policy leaving the Mortgagor's interests and uses herein, without any liability to each insurance company concerned to make 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 all improvements now existing or hereafter erected in good repair, and, in the case of a construction loan, that it will commence construction and completion without interruption, and should it fail to do so, the Mortgagor may, at its option, enter upon said premises and make whatever repairs are necessary, including the completion of any construction work underway, and charge the expenses for such repairs or the completion of such construction to the mortgage debt.
- (4) That it will pay, whenever called, 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 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 one of the terms, conditions or covenants of this mortgage, or of the note secured hereby, then, at the option of the Mortgagor, at some time during 30 days after notice to the Mortgagor shall become immediately due and payable, and this mortgage may be foreclosed. Such a levy and proceeding be instituted for the foreclosure of this mortgage, or should the Mortgagor become a party plaintiff in a suit for the recovery of 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 to suit 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 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 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 either gender.

WITNESS the Mortgagor has signed and sealed this 23 day of January, 1979.

SIGNED, sealed and delivered in the presence of

*John Moore
Billy J. Fletcher*

*Eugene L. Ward (SEAL)
Elwin B. Liars (SEAL)*

(SEAL)

(SEAL)

STATE OF SOUTH CAROLINA

FEBRUE

COUNTY OF

Deacon I. Fletcher, Esq., appeared before me this day and made say that she saw the within named Mortgagor sign seal and as it is my duty to see that justice is done between the parties hereto, I do herewith certify that she with the other witness subscribed above witnessed the execution thereof.

*Billy J. Fletcher
Notary Public State of South Carolina
My Commission Expires Jan 1980*

John Moore

STATE OF SOUTH CAROLINA

CERTIFICATION OF OWNER

COUNTY OF

I, Deacon I. Fletcher, Esq., do hereby certify unto all whom it may concern, that the undersigned wife of the aforesaid Mortgagor, did appear before me, and doth, upon being privately and separately examined by me, declare that she, voluntary and without any compulsion, fraud or fear of any person whatsoever, renounces, releases and disclaims all title to the mortgaged, and the mortgagor's, heirs or successors and assigns, all her interest and estate, and other right and claim of ownership, arising to all and singular the premises within mentioned and released.

GIVEN under my hand and seal this 23

*Billy J. Fletcher
Notary Public State of South Carolina
My Commission Expires Jan 1980*

Elwin B. Liars

SEAL

JAN 21 1979 at 9:55 A.M.

TO

STATE OF SOUTH CAROLINA
COUNTY OF

Mortgage of Real Estate

1979

RECEIVED
JANUARY 21 1979
at 9:55 A.M. recorded in Book
1455
Page 928 A.No.
Mortgage Regn.

Received at Monroe Convenece Greenville County

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