

The Mortgagor further covenants and agrees as follows:

- (1) That this instrument shall secure the Mortgage 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 expenses pertaining to the premises herein. This instrument shall also secure the Mortgage for any further loans, advances, renewals or credits that may be made by Mortgagor to the Mortgagor by the Mortgagor so long as the total indebtedness thus secured does not exceed the original amount of money 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 against loss by fire and any other hazards specified by Mortgagor, in an amount not less than the mortgage debt, or in such amounts as may be required 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 pay all premiums therefor when due, and that it does hereby assign to the Mortgagor the proceeds of any policy insuring 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 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 continue construction until completion without interruption, and should it fail to do so, the Mortgagor may, at its option, enter upon said premises, 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, 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 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 Mortgagor shall become immediately due and payable, and this mortgage may be foreclosed. Should any legal proceeding 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 described herein, or should the debt secured hereby, 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 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 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 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 9th

day of February

1979

SIGNED, sealed and delivered in the presence of,

*Elizabeth M. Clegg*  
*Eliz. M. Clegg*

*W. T. Mundy, Jr.* SEAL

*Mildred H. Mundy* SEAL

*MILDRED H. MUNDY* 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, seal and execute and did deliver the within written instrument and that she, with the other witness, subscribed above witness the execution thereof.

SWORN to before me this 9th day of February 1979

*L. Clegg Jr., test*  
Notary Public for South Carolina  
My Commission Expires 11/19/79

*Elizabeth M. Clegg*

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 wife, widow, or wife, widow, of the above named testator's spouse, doth, this day appear before me, and doth, upon being privately and separately examined by me, and declare that she has no claim, or interest, and contend, to any property, due or to her, or any personalty, however, to receive, release, and forever to renounce into the testator's, and the testator's wife, heirs or executors, and trustees, all her interest and estate, and all her right and claim of dower of, and interest and share in the premises within mentioned and referred.

GIVEN under my hand and seal this 9th

day of February 1979

*L. Clegg Jr., test*  
Notary Public for South Carolina  
My Commission Expires 11/19/79

*MILDRED H. MUNDY*

FFC

233818

MR. WATT & BANNISTER  
X-21311  
N. T. MUNDY, JR. and  
MILDRED H. MUNDY

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

TO

GOTHIAN & HARRY BUILDERS, INC.

#### Mortgage of Real Estate (5434)

I, herein, certify that the within Mortgage has been  
filed 9th day of February  
in 79 at 4:29 P.M. M. recorded no.  
Book 1457 at Mortgage page 260

RECORDED: FEB 9 1979 at 4:29 P.M.  
A. No.  
Folio or Memo. Conveyance  
GREENVILLE County  
HILL, WATT & BANNISTER  
NOTARIES PUBLIC  
Attorneys at Law  
112 Main Street, Greenville, South Carolina  
LODGE IN THE CITY OF  
GUNNISON, COLORADO

4329 NW-2