

The Mortgagor covenants and agrees as follows:

- (1) That the mortgagor 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 premium, public assessments, repairs or other purposes pursuant to the coverage herein. This coverage shall also secure the Mortgagor for any further liability, however, real or constructive, or cause that may be made heretofore to the Mortgagor by the Mortgagor, so long as the total indebtedness 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 itself and shall be payable on demand of the Mortgagor unless otherwise provided in writing.
- (2) That it will keep the property covered by this covering or hereafter covered by the mortgaged property insured as may be required from time to time by the Mortgagor or agent for fire and any other hazards specified by Mortgagor, in an amount no less than the insurance date, or whichever is greater, plus interest thereon, and to compensate a reasonable value for it, and that all such policies and renewals thereof shall be held by the Mortgagor, and that the Mortgagor shall pay the premiums for such policies to the State or one, and that it will pay all premiums thereafter which are required by the holder of this hereby assign to the Mortgagor the proceeds of any policies insuring the mortgaged premises and shall be liable to the Mortgagor for the payment for a loss directly to the Mortgagor, to the extent of the balance owing on the Mortgagor's debt, whether due or not.
- (3) That it will make all necessary and reasonable repairs hereafter required in good repair, and in the case of a default in this, that it will repair and maintain the property and shall in full do to the Mortgagor and at its option enter upon and permeate, the mortgaged premises, and make such repairs as necessary, and to the completion of my construction work underway, and charge the expenses for such repairs or the completion of my construction work underway.
- (4) That it will pay when due all taxes, all assessments and other governmental or municipal charges, fines or other impositions against the mortgaged premises, or that are within and under 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 such proceedings be instituted pursuant to this instrument, any judge having jurisdiction may, at Chambers or otherwise, appoint a receiver of the rents and profits, with full authority to take possession of the mortgaged premises and collect the rents issues and profits, including a reasonable sum to be paid by the Court in the event said premises are occupied by the receiver, and after deducting all charges and expenses incurred in the possession and the execution of its trust as receiver, shall apply the residue of the rents issues and profits toward the payment of the debts 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 of any suit involving this Mortgage or the title to the premises described herein, or should the date secured hereby, or any part thereof be placed in the hands of any attorney at law for collection, he, or she, or either, 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, and there is a default in the mortgage or in the note secured hereby. It is the express intent of this instrument that if the Mortgagor shall fully perform all the terms, conditions, and covenants of the mortgage, and of the note, or if and to the effect 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 move 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 22nd day of December, 1978.

SIGNED, sealed and delivered under the seal hereof:

Elvina E. Bagwell

Geraldine R. Wells

(SEAL)

Geraldine R. Wells

(SEAL)

Geraldine R. Wells

(SEAL)

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

PROBATE

Personally appeared the undersigned witness and made oath that she saw the within named mortgagor sign, seal and affix his or her mark to the within written instrument and that to the best of her knowledge aforesaid above witnessed the execution thereof.

Sworn to before me this 22nd day of December, 1978.

Jerry Julian Wells (SEAL)  
Notary Public for South Carolina

Elvina E. Bagwell

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 (spouse) 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, freed of fear of any person whatsoever, renounce, release and forever relinquish, the mortgage(s) and the mortgagee(s), her rights to compensation and attorney, 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.

CIAWS, Notary Public and wife of the

22nd day of December, 1978

Geraldine R. Wells (SEAL)  
Notary Public for South Carolina

Geraldine R. Wells

RECORDED: FEB 20 1979

at 2:47 P.M.

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE  
Jerry Julian Wells  
and  
Geraldine R. Wells  
TO  
United Builders, Inc.  
J

X 22-23X  
③

### Mortgage of Real Estate

I hereby certify that the within Mortgage has been filed  
on the \_\_\_\_\_ day of February 19 79  
in the office of the Clerk of Court, Greenville County

at 2:47 P.M. recorded in Book 1457 as  
Volume 1-98 No 900

Notary of State of South Carolina

§ 34-13.1. LAW OFFICES OF

LOT 13, WINDING WAY  
PERPETUAL TRUST, LTD  
JERRY TAYLOR, L.P.

ATTORNEY  
12 LAVINA AVENUE  
GREENVILLE, S.C. 29601  
4328 NY-2