

511.1306 43-328

The Mortgagor covenants and agrees as follows:

- (1) That it will make all due and punctual payment of the principal sum and interest thereon, at the time and the place where the Mortgage for such further sum as may be advanced hereafter, at the rate of the Mortgage, for the time or times and in proportion as the same shall be advanced, together with other expenses pertaining to the maintenance of the Mortgaged Premises, taxes, rentals or charges for insurance, or any other expense of the Mortgagor by the Mortgagor to pay, and to pay the same to the Mortgagor, and to pay the same to the holder of All such advances, and shall bear interest at the same rate as the advances, and shall be payable as evidenced on the Mortgagor's statement provided in writing.
- (2) That it will keep the Mortgaged Premises in good repair, and may be required from time to time by the Mortgagor to do any and every other work specially required by Mortgagor to be done for the maintenance of the Mortgaged Premises, and in consequence a special account shall be kept by the Mortgagor of the amount so expended, and that all such expenses shall be paid to the Mortgagor, and that it will be the duty of the Mortgagor to pay the balances referred to in this instrument to the Mortgagor, and that it will be the duty of the Mortgagor to pay the same to the Mortgagor, and to pay the same to the mortgaged premises, and to pay the same to the Mortgagor, to the extent of the balance owing on the Mortgaged debt, whether due or not.
- (3) That it will keep the Mortgaged Premises in good repair, and, in the case of a construction loan, that it will cause the same to be kept in good repair, and should it fail to do so, the Mortgagor may, at its option, enter upon said premises, make whatever repairs are necessary, and deduct the completion of any construction work underway, and charge the expenses for such repairs or the completion of such construction to the Mortgagor.
- (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. 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 possession 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 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 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 thereafter 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 all genders.

WITNESS the Mortgagor's hand and seal this 2nd day of April 1974

SIGNED, sealed and delivered in the presence of:

Theresa J. Brinley
Kathy H. Roehrs

Johnnie T. Phillips (SEAL)
Johnnie T. Phillips
(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 mortgagor sign, seal and as its act and deed deliver the within written instrument and that (she), with the other witness subscribed above witnessed the execution thereof).

SWORN to before me this 2nd day of April 1974.

Theresa J. Brinley (SEAL)
Notary Public for South Carolina.
My Commission expires 4/7/79.

Kathy H. Roehrs

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

RENUNCIATION OF DOWER

I, the undersigned Notary Public, do hereby certify unto all whom it may concern, that the undersigned wife (wives) 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, dread or fear of any person whatsoever, renounce, release and forever relinquish unto the mortgagor(s) and the mortgagor(s)' heirs or successors and assigns, 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.

GIVEN under my hand and seal this

2nd day of April 1974. (SEAL)
Notary Public for South Carolina.

My Commission expires 4/7/79.

Louise B. Phillips

RECORDED APR 4 '74

24830

COUNTY OF GREENVILLE
JOHNNIE T. PHILLIPS
TO
ALVIN SMITH

STATE OF SOUTH CAROLINA
THOMAS C. BRISSEY
Attorney At Law
X 24830 X
SEARCHED INDEXED SERIALIZED FILED
APR 4 1974 S. 60
PAID 250 ✓

Acres

THOMAS C. BRISSEY
ATTORNEY AT LAW
110 MANLY STREET
GREENVILLE, SOUTH CAROLINA 29601
\$1,495.00
Lot 24 Ford Circle, Enoree

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