

1356 Act 995

The Mortgagor further covenants and agrees as follows:

- (1) That this mortgage 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 premiums, public assessments, repairs or other purposes pursuant to the terms of this instrument. This mortgage shall also secure the Mortgagor for any further loans, advances, renewals or credits that may be advanced under this Mortgage so long as the total indebtedness thus secured does not exceed the original amount shown on the face of this instrument. Advances 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 mentioned 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 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 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 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 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 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.

IN WITNESS WHEREOF, the said mortgagor has caused its corporate seal to be hereunto affixed and these presents to be subscribed by its duly authorized officers on this the 7th day of May 1976

BROWN ENTERPRISES OF S. C., INC. (a.s.)

Signed Sealed and Delivered
in the presence of:

Robert L. Tankersley
Vice-President and Secretary

And

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

PROBATE

Personally appeared the undersigned witness and made oath that she saw the within named Corporation, by its duly authorized officers, sign, seal and as the mortgagor's act and deed deliver the within written instrument and that while with the other witness subscribed above witnessed the execution thereof.

SWORN before me this 7th day of May 1976

1976

Dane Nutterson

Notary Public for South Carolina
My commission expires 4-7-80

SEAL)

RECORDED MAY 7 '76 At 4:55 P.M. 25-87 ✓

RECORDING FEE
PAID \$ 2.50
COUNTY OF GREENVILLE

✓ 2.40

25-87 ✓

WILLIAMS & HENRY ATTYS.
WILLIAMS & HENRY
COUNTY OF GREENVILLE

R. WILLIAMS & HENRY, ATTYS.

RECORDED MAY 7 '76 At 4:55 P.M. 25-87 ✓

L. H. Tankersley, as Trustee

TO

Mortgage of Real Estate
By a Corporation

I hereby certify that the within Mortgage has been
this 7th day of May
1976 at 4:55 P.M. recorded in
Book 1366 of Mortgages, page 992
At No. _____

Register of Deeds Conveyance of Greenville County

WILLIAMS & HENRY
Attorneys at Law
Greenville, S.C.

\$ 6,000.00
Lots 123, 124, & 125, Sunny Slopes
, S.C., 2nd

4328 R.W.23