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BOOK 1250 PAGE 360

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(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 Mortgagee 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 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, retaining a reasonable rental to be fixed by the Court in the event said premises are occupied by the mortgagee and after deducting all charges and expenses attending such proceedings and the execution of his 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 Mortgagee, all sums then owing by the Mortgagee to the Mortgagee 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 Mortgagee become a party of any suit by or for the Mortgagee or the take 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 Mortgagee, and a reasonable attorney's fee, shall thereupon become due and payable immediately or on demand, at the option of the Mortgagee, as a part of the debt secured hereby, and may be recovered and collected hereunder.

(7) That the Mortgagee 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 Mortgagee shall fully perform all the terms, conditions, or 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. Wherever used, the singular shall include the plural, and the use of any gender shall be applicable to all genders.

WITNESS the Mortgagee's hand and seal this 21 day of September, 1978.

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FILED CO. S. 4 28 1978  
GREENVILLE S.C.  
STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

MAR 21 1978

PROBATE

27691

Personally appeared the undersigned witness and made oath that (1) he is the within named mortgagee and

(2) he is the within named mortgagor and

(3) he is the within named witness and

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ROBERT N. DANIEL, JR.  
STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE  
BANK POSTAGE PAID 13¢

ROBERT A. BURNS  
112 Sumnerdale Dr.  
Greenville, S.C. TO 27609

FRANCES W. BURNS  
27691

Mortgage of Real Estate  
I hereby certify that the within Mortgage has been this 22nd day of March, 1978.  
ROBERT N. DANIEL, JR.  
Attorney at Law  
Greenville, S.C. 29601

Mortgage, Page 359 As No. 56  
Book 1250 Page 360  
County of Greenville Greenville

ROBERT N. DANIEL, JR.  
Attorney at Law  
Greenville, S.C. 29601  
Lot 16, Surry Dale Dr (Butler Ave)  
Cole Acres, Chick Spgs Tp.

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