

859 R-245

And should the Mortgagee, by reason of any such insurance against loss as aforesaid, receive any sum or sums of money for any damage to the said building or buildings, such amount may be retained and applied by it toward payment of the amount hereby secured; or the same may be paid over, either wholly or in part, to the said Mortgagor, his successors, heirs or assigns, to enable such parties to repair said buildings or to erect new buildings in their place, or for any other purpose or object satisfactory to the Mortgagee, without affecting the lien of this mortgage for the full amount secured thereby before such damage, or such payment over, took place.

And it is further covenanted and agreed that in the event of the passage, after the date of this mortgage, of any law deducting any lien thereon, from the value of land, for the purpose of taxation, or changing in any way the laws now in force for the taxation of mortgages or debts secured by mortgage, or the manner of the collection of any such taxes, so as to affect this mortgage, the whole of the principal sum secured by this mortgage, together with the interest due thereon, shall, at the option of the said Mortgagee, without notice to any party, become immediately due and payable.

And it is further covenanted and agreed that the mailing of a written notice and demand by depositing it in any post-office, station, or letter-box enclosed in a postpaid envelope addressed to the owner of record of said mortgaged premises, and directed to said owner at the last address actually furnished to the holder of this mortgage, or in default thereof, directed to said owner at said mortgaged premises, shall be sufficient notice and demand in any case arising under this instrument, and required by the provisions thereof or the requirements of the law.

And it is further covenanted and agreed by said parties that in default of the payment by said Mortgagor of all or any taxes, charges and assessments which may be imposed by law upon the said mortgaged premises or any part thereof, it shall and may be lawful for the said Mortgagee, its successors, legal representatives and assigns, to pay the amount of any such tax, charge or assessment with any expenses attending the same; and any amounts so paid, the Mortgagor shall repay to the said Mortgagee, its successors, legal representatives or assigns, on demand, with interest thereon, and the same shall be a lien on the said premises and be secured by the said note and by these presents; and the whole amount hereby secured, if not then due, shall thereupon, if the said Mortgagee so elects, become due and payable forthwith. And the said Mortgagor does further covenant and agree that he will execute or procure any further necessary assurance of the title to said premises and will forever warrant said title.

And the said Mortgagor further covenants and agrees, should the said obligation be placed in the hands of an attorney for collection, by suit or otherwise, in case of any default in the covenants and agreements herein contained, to pay all costs of collection and litigation, together with a reasonable attorney's fee, and the same shall be a lien on the said premises and be secured by this mortgage, and payment thereof enforced in the same manner as the principal obligation.

Whenever the singular or plural number, or masculine, feminine, or neuter gender, is used herein, it shall equally include the other, and every mention herein of "Mortgagor" or "Mortgages" shall include the heirs, executors, administrators, successors, and assigns of the party or parties so designated.

This mortgage is junior in lien to that certain mortgage given by the mortgagor herein to C. Douglas Wilson & Co., dated June 1, 1961, in the original principal sum of \$161,000.00, and to be recorded in the R. M. C. Office for Greenville County, South Carolina.

IN WITNESS WHEREOF, The Heart of Greenville Motor Hotel has caused its corporate seal to be hereunto affixed and these presents subscribed by its officers

~~At Witness Whereof the Mortgagor has hereunto subscribed his name~~ this 1st day of June, in the year of our Lord one thousand nine hundred and sixty-one, and in the one hundred and eighty-fifth year of the Independence of the United States of America.

Signed, sealed and delivered in the presence of
George E. Rainey
Mitchell King

THE HEART OF GREENVILLE MOTOR HOTEL
By *Charles B. Thomas* (L.S.)
President
and *Liguia Mason* (L.S.)
Secretary

RENUNCIATION OF DOWER
NOT NECESSARY - MORTGAGOR A CORPORATION

State of _____
County of _____

I, _____ do hereby certify unto all whom it may concern, that Mrs. _____

the wife of the within named _____ did this day appear before me, and upon being privately and separately examined by me, did declare that

do freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named C. Douglas Wilson & Co.,

its successors and assigns, all _____ interest and estate, and also all Right and Claim of Dower of, in or to all and singular the premises within mentioned and released.

GIVEN under my hand and seal, this _____ day of _____, A. D. 19____ (L.S.)
Notary Public for South Carolina.