

FORM 1239 PAGE 158

And said mortgagor agrees to keep the building and improvements now standing or hereafter erected upon the mortgaged premises and any and all apparatus, fixtures and appurtenances now or hereafter in or attached to said buildings or improvements, insured against fire and such other hazards as the mortgagee may require, as herein provided, or in case of failure to pay any taxes or assessments to become due on said property within the time required by law; in either of said cases the mortgagee shall be entitled to declare the entire debt due and to institute foreclosure proceedings.

In case of default in the payment of any part of the principal indebtedness, or of any part of the interest, at the time the same becomes due, or in the case of failure to keep insured for the benefit of the mortgagee the houses and buildings on the premises against fire and such other hazards as the mortgagee may require, as herein provided, or in case of failure to pay any taxes or assessments to become due on said property within the time required by law; in either of said cases the mortgagee shall be entitled to declare the entire debt due and to institute foreclosure proceedings.

And it is further covenanted and agreed that in the event of the passage, after the date of this mortgage, of any law of the State of South Carolina deducting from the value of land, for the purpose of taxing any lien thereon, or changing in any way the laws in force for the taxation of mortgages or debts secured by mortgage for State or local purposes, 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 in case proceedings for foreclosure shall be instituted, the mortgagor agrees to and does hereby assign the rents and profits arising or to arise from the mortgaged premises as additional security for this loan, and agrees that any Judge of jurisdiction may, at chambers or otherwise, appoint a receiver of the mortgaged premises, with full authority to take possession of the premises, and collect the rents and profits and apply the net proceeds (after paying costs of receivership) upon said debt, interests, costs and expenses, without liability to account for anything more than the rents and profits actually received.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of the parties to these Presents, that if the said mortgagor, does and shall well and truly pay or cause to be paid unto the said mortgagee the debt or sum of money aforesaid with interest thereon, if any be due according to the true intent and meaning of the said note, and any and all other sums which may become due and payable hereunder, the estate hereby granted shall cease, determine and be utterly null and void; otherwise to remain in full force and virtue.

AND IT IS AGREED by and between the said parties that said mortgagor shall be entitled to hold and enjoy the said Premises until default shall be made as herein provided.

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 number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS my hand and seal this 26th day of June in the year of our Lord one thousand, nine hundred and seventy-two and in the one hundred and ninety-sixth year of the Independence of the United States of America

Signed, sealed and delivered in the Presence of: Dell R. Owens, Ben F. Tipton (L.S.), (L.S.), (L.S.), (L.S.)

The State of South Carolina, Greenville County, PROBATE

PERSONALLY appeared before me Dell R. Owens and made oath that She saw the within named Ben F. Tipton and made oath that She witnessed the execution thereof.

Sworn to before me, this 26th day of June 1972. Notary Public for South Carolina My Commission Expires April 17, 1979.

The State of South Carolina, GREENVILLE County, RENUNCIATION OF DOWER

I, Patrick C. Fant, do hereby certify unto all whom it may concern that Mrs. Lucille H. Tipton the wife of the within named Ben F. Tipton did this day appear before me, and, 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 or persons whatsoever, renounce, release and forever relinquish unto the within named First Piedmont Bank & Trust Co., Greenville, S. C., its successors and assigns,

all her interest and estate and also her right and claim of Dower, in, or to all and singular the Premises within mentioned and released. Given under my hand and seal, this 26th day of June A. D. 1972.

Notary Public for South Carolina My Commission Expires April 17, 1979. Recorded June 30, 1972 at L.H.P. N., #35908