

AND we do hereby agree to pay all taxes and other public assessments against this property on or before the first day of January of each calendar year, and to exhibit the tax receipts at the office of the CITIZENS BUILDING AND LOAN ASSOCIATION, Greer, S. C., immediately upon such payment, until all amounts due under this mortgage have been paid in full; and should we fail to pay said taxes and other governmental assessments, the Mortgagee may, at its option, pay same and charge same amounts to the mortgage debt, and collect the same under this mortgage, with interest thereon.

And the Mortgagor (do)(does) hereby agree, upon demand of the Mortgagee, at any time, to pay on or before the 5th day of each succeeding month, together with and in addition to the monthly payments of principal and interest above stated, a sum equal to one-twelfth (1/12th) of the said annual taxes, assessments and insurance premiums, as estimated by the Mortgagee. The Mortgagor further agree to pay on demand any additional sums necessary to pay these items. It is further agreed that any such additional payments, when so demanded by the Mortgagee shall become a part of, and additional to, the monthly installments of principal and interest under the terms of this mortgage and the note secured thereby.

And it is further agreed that as a part of the consideration for the loan herein secured, that the Mortgagor shall keep the premises herein described in good repair, and should we fail to do so, the Mortgagee, its successors and assigns, may enter upon said premises at any time, and make whatever repairs are necessary, and charge the expense of such repairs to the mortgage debt and collect the same under this mortgage, with interest thereon.

And as additional and further security to the debt herein secured, we the said Mortgagor (do)(does) hereby assign, set over and transfer unto the said CITIZENS BUILDING AND LOAN ASSOCIATION, Greer, S. C., its successors and assigns, all the rents and profits accruing from the said premises, retaining, however, the right to the retention of the said property and/or rents and profits thereof and therefrom so long as the payments herein set out are not more than sixty (60) days in arrears; but if at any time any part of said debt, interest, fire insurance premiums or taxes, shall be past due and unpaid, or should the premises remain unoccupied, the Mortgagee may apply to any Circuit or County Judge of this State, at Chambers or otherwise, for the appointment of a Receiver to take charge of the mortgaged premises, designate a reasonable rental therefor, and collect and apply the same, after payment of the costs and expenses of such collection, to the said debt, interest, taxes, fire insurance and assessments, without accountability for anything more than the rents and profits actually received.

PROVIDED, ALWAYS, nevertheless, and on this express condition that if we the said Mortgagor, our Heirs, or Legal Representatives, shall on or before the fifth day of each and every month from and after the date of these presents, pay or cause to be paid to the said CITIZENS BUILDING AND LOAN ASSOCIATION, Greer, S. C., its successors or assigns, the monthly installments and other items as herein set out, until said debt and all interest and amounts due thereon, shall have been paid in full, then this deed of bargain and sale shall be and become null and void; otherwise to remain in full force and virtue.

And it is further stipulated that the said Mortgagor to hold and enjoy the said premises until default of payments shall be made, but upon default in the payments or other covenants herein stipulated for a period of sixty (60) days, then and in such event the said Association may, at its option, declare the whole amount hereunder at once due and payable, together with all costs and expenses including a reasonable attorney's fee, and the right to foreclose this mortgage and sale therein for satisfaction thereof.

IN WITNESS WHEREOF, we have hereunto set our hand and seal, the 9th day of September, in the year of our Lord, One Thousand Nine Hundred and Seventy Four and in the One Hundred and Ninety Eighth year of American Independence.

Signed, Sealed and Delivered in the presence of:

Sandra H. McAbee  
Robert A. Lynn

Jimmy S. Upton (L.S.)  
Barbara S. Upton (L.S.)

State of South Carolina  
COUNTY OF GREENVILLE

PERSONALLY appeared Sandra H. McAbee and made oath that she saw the within named Jimmy S. Upton and Barbara S. Upton sign, seal and as their act and deed, deliver the within written Deed; and that deponent, together with Robert A. Lynn witnessed the execution thereof.

SWORN TO before me this 9th day of September, 1974

Robert A. Lynn (L.S.)  
Notary Public for South Carolina  
My Commission Expires 9/27/83

Sandra H. McAbee

State of South Carolina  
COUNTY OF GREENVILLE

I, Robert A. Lynn a Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Mrs. Barbara S. Upton the wife of the within named Jimmy S. Upton 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 whomsoever, renounce, release and forever relinquish unto the within named CITIZENS BUILDING AND LOAN ASSOCIATION, Greer, S. C., its successors and assigns, all her interest and estate, and also all her 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 9th day of September, 1974

Robert A. Lynn (L.S.)  
Notary Public for South Carolina  
My Commission Expires 9/27/83

Barbara S. Upton

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