

1406 pg 74

The Mortgagor further covenants and agrees as follows:

- (1) That this mortgage shall secure the Mortgaged for such further sums as may be advanced hereunder, at the option of the Mortgagor, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgagor shall also secure the Mortgage for any further loans, advances, readvances or credits that may be made hereunder to the Mortgagor by the Mortgagor so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so charged 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 property, parts now existing or hereafter erected on the mortgaged property in good condition 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 a capable team and that all such policies and renewals thereof shall be held by the Mortgagor and have special deductibles loss payable clauses in favor of and in full to the Mortgagor, and that it will pay all premiums therefore when due, and that it does hereby assign to the Mortgagor the proceeds of any policy insuring the mortgaged property and does hereby undertake 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 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.
- (4) 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.
- (5) 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 an 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.
- (6) 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 fail to 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.
- (7) 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. Whatever used the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the Mortgagor's hand and seal this 4<sup>th</sup> day of August 1977.

SIGNED, sealed and delivered in the presence of:

Billy J. Fletcher

Charles T. Sumpter (SEAL)

Carlene W. Sumpter (SEAL)

(SEAL)

(SEAL)

STATE OF SOUTH CAROLINA

PROBATE

COUNTY OF GREENVILLE

Personally appeared the undersigned witness and made oath that (s)he saw the within named mortgagor sign, seal and as its act and deed deliver the within written instrument and that (s)he, with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 4<sup>th</sup> day of August 1977.

Billy J. Fletcher (SEAL)

Notary Public for South Carolina.

My commission expires: 9-23-79

Charles T. Sumpter

STATE OF SOUTH CAROLINA

RENUCATION OF DOWER

COUNTY OF GREENVILLE

I, the undersigned Notary Public, do hereby certify unto all whom it may concern, that the undersigned wife (wives) of the above named mortgagor(s) respectively, did this day appear before me, and each, 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 whomsoever, renounce, release and forever relinquish unto the mortgagee(s) and the mortgagee's(s') heirs or successors and assigns, all her interest and estate, and all her right and claim of dower of, in and to all and singular the premises within mentioned and released.

GIVEN under my hand and seal this

4<sup>th</sup> day of August 1977

Billy J. Fletcher (SEAL)

Notary Public for South Carolina. My commission expires: 9-23-79

Carlene W. Sumpter

RECORDED AUG 4 1977 At 12:28 P.M.

3813

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

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AUG 4 1977

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Mortgage of Real Estate

I hereby certify that the within Mortgage has been this 4<sup>th</sup> day of August 1977.

at 12:28 P.M. recorded in Book 1406 of

Mortgages, page 73, As No. 1977

Register of Deeds Conveyance Greenville County

LAW OFFICES OF  
Tract 20, Wansley Rd., O'Neal  
Acres, Oneal TP

4328 NW23