

- (4) That it will pay, when due, all taxes, assessments, and other amounts which may become due and payable against the mortgaged premises. That it will pay, when due, all costs and expenses of suit, arbitration, or other legal proceedings against the mortgaged premises for, and after any default, the costs, and expenses of suit, arbitration, or other legal proceedings be instituted pursuant to this instrument, the judge having jurisdiction, at Greenville, or otherwise, appear, a receiver of the mortgaged premises, with full authority to take possession of the mortgaged premises and collect the rents, charges and payments, and to make 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, charges and payments toward the payment of the debt secured hereby.
- (5) That if there is a default in any of the terms, conditions, or covenants of the 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 be, on a part, or any part, 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 defend the premises above described, until there is a default under this mortgage, or, 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, 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 accrue to the respective heirs, executors, administrators, successors and assigns, of the parties hereto. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
- (8) If the mortgagor should convey the property, or any interest therein, to any other party, without first obtaining written consent from the mortgagor, or should a creditor, receiver, or trustee in bankruptcy obtain an interest in the property, or should any party obtain an interest by attachment or any means other than inheritance for will, or should the mortgagor or the mortgagor be made a party to any action involving the title to the mortgaged premises, or which might affect the security interest of the mortgagor then, the entire principal balance with interest and service charge accruing thereon shall become immediately due and payable at the option of the mortgagor.

(9) Mortgagor shall be entitled to receive any sums which have been or may be awarded mortgagor for the condemnation of the premises, or any part thereof, for public use, and sum which may be awarded mortgagor for damages caused to public works or construction on or near the premises. All such proceeds and awards are hereby assigned to mortgagor, and mortgagor upon request by mortgagor agrees to make, execute and deliver any additional assignments or documents which may be necessary from time to time to enable mortgagor, at the option, to collect and receipt for same. Unless otherwise agreed, any sum received by mortgagor under the provisions of this paragraph shall be applied to the payment of principal, whether then matured or not, in the same order of the amounts.

(10) If mortgagor fails to pay any amount of principal, interest, or any other amount on any prior mortgage when the same becomes due, mortgagor may pay the same, and mortgagor on demand will repay the amount so paid with interest thereon at the rate set forth in the note, and the same shall be added to the mortgage indebtedness and be secured by this mortgage.

WITNESS the Mortgagor's hand and seal this  
SIGNED, sealed and delivered in the presence of

11th day of November 19 77

(SEAL)

(SEAL)

Lee C. Faust

(SEAL)

(SEAL)

(SEAL)

STATE OF SOUTH CAROLINA  
COUNTY OF Greenville }

PROBATE

I, the undersigned, the undersigned witness and made, with this day, the within named mortgagor sign, seal and affix my act and deed before the within witness, in instrument and that, with the other witness subscribed above, witnessed the execution thereof.

SWORN before me on the 11th day of November 19 77  
Notary Public for South Carolina  
My commission expires

REINSTATEMENT OF DOWER

STATE OF SOUTH CAROLINA  
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, to 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 whatsoever, renounce, release and forever relinquish unto the mortgagor(s) and the mortgagor(s)s heirs, spouses 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 the

11th day of November 19 77  
Notary Public for South Carolina  
My commission expires

Lee C. Faust

(SEAL)

RECORDED NOV 16 1977 At 11:53 A.M.

15228

## Mortgage of Real Estate

# 116

PYLE & LEAPHART  
STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE (15228)  
Robert H. Faust and Lee C. Faust  
to NC  
ON MORTGAGES, INC.

4328 RW.2

\$ 3,334.95  
12590, Great Glen Rd., Bel Norte Est.

CNM 250277

Wm. C.  
Wm. C.

Date:

Read in full and fully satisfied this

day

ON MORTGAGES, INC.

Recorder of Deeds, Greenville County  
STATE OF SOUTH CAROLINA  
COUNTY OF