

The Mortgagor further covenants and agrees as follows:

- (1) That this mortgage shall secure the Mortgagor for such further sums as may be advanced hereafter 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 mortgage shall also secure the Mortgagor for any further loans, advances, readvances or credits that may be made hereafter 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 advanced 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 improvements now existing or hereafter erected on the mortgaged premises insured 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 acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagor, and have attached thereto loss payable clauses in favor of, and in form acceptable to the Mortgagor, and that it will pay all premiums thereon when due, and that it does hereby assign to the Mortgagor the proceeds of any policy insuring the mortgaged premises hereof, but the said insurance company is required to make payment for a loss directly to the Mortgagor, to the extent of the sum owing on the Mortgage debt, whether for or not.
- (3) That it will keep all improvements now existing or hereafter erected in good repair, and, in the case of a construction loan, that it will continue in existence until completion without interruption, and should it fail to do so, the Mortgagor may, at its option, enter upon said premises, make whatever repairs are necessary, including the completion of any construction work underway, and charge the expenses for such repairs or the completion of such construction to the mortgage debt.
- (4) 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.
- (5) That it hereby agrees 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 allowance 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 hereunder.
- (6) 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 or may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the Mortgagor become a party to 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 any attorney at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagor, and a reasonable attorney's fee, shall thereafter 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.
- (7) That the Mortgagor shall hold and enjoy the premises above conveyed until there is a default under this mortgage or in the note secured herein. It is the true meaning of this instrument that if the Mortgagor shall fully 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.
- (8) 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.

**IN WITNESS WHEREOF,** Mortgagor has caused this instrument to be executed and delivered this 22nd day of September 19 77.

SIGNED, sealed and delivered in the presence of

Marilyn C. Payton  
Linda B. Hinman

OAKS REALTY CORP.

(LS)

By J.W. Hagan a corporation

President

and J.W. Hagan Secretary

STATE OF SOUTH CAROLINA

PROBATE

COUNTY OF GREENVILLE

Personally appeared the undersigned witness and made oath that (s)he saw the within named mortgagor in its duly authorized office(s) sign, seal and affix its act and deed of said corporation executed and deliver the within written instrument and that (s)he, with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 22<sup>nd</sup> day of September 19 77.

James A. Godwin *SEAL*  
Notary Public for South Carolina  
My Commission Expires: My Commission Expires: Sept. 14, 1977

Marilyn C. Payton

Recorded November 25, 1977 at 3:41 PM

16275

HORTON, DRAVEN, SULLIVAN & BANKS,  
WATKINS & BROWN, P.A.  
X 16275  
STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

OAKS REALTY CORP.

RALPH S. CRAWLEY

TO

**Mortgage of Real Estate**

I hereby certify that the within Mortgage has been filed on \_\_\_\_\_  
day of November 19 77

at 3:41 P.M. recorded in Book 1416 of  
Mortgages, page 865. At No. \_\_\_\_\_

Register of Deeds Conveyance, Greenville County

Moran, Drewdy, Merchant, Ashmore,  
Chapman & Brown, P.A.  
307 Pettigree Street  
P.O. Box 10167 P.S.  
Greenville, South Carolina 29603

\$ 31,785.50  
Tract = 3.6 A., Thousand Oaks Blvd.

4328-NW-2