

1560

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 taxes, advances, realtances or credits that may be made hereafter to the Mortgagee by the Mortgagor so long as the total indebtedness thus created 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 and shall be payable on demand of the Mortgagee unless otherwise provided in writing.
- (2) That it will keep the improvements now existing or hereafter erected on the mortgaged property in good repair from time to time by the Mortgagor, so that they may not be in any condition worse than the mortgage debt, or in such amounts as may be required by the Mortgagee, and in consequence a certificate to that effect that all such repairs and renewals thereof shall be held by the Mortgagor, and that the amount of the expenses payable clauses in favor of and in form acceptable to the Mortgagee, and that it will pay all premiums therefor when due, and that it does hereby assign to the Mortgagee the proceeds of any policies covering the mortgaged premises and does hereby warrant each insurance company so assigned to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the Mortgage debt, whether due 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 to do so until completion of the building, 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 account of the Mortgagor.
- (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 environmental and municipal laws and regulations affecting the mortgaged premises.
- (5) That it hereby gives full rights, powers 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 rent to be paid to the Court; and in event said premises are occupied by the receiver, and after deducting all charges and expenses attending such possession 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.
- (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 Mortgagee 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 any attorney at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee, shall thereupon become due and payable immediately on demand, at the option of the Mortgagee, 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 hereby. 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 move 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.

WITNESS the Mortgagor's hand and seal this 2nd day of December 1977.

SIGNED, sealed and delivered in the presence of:

Brenda L. Jones
Ronald H. Hartman

Billy Edwin Hart (SEAL)
Marian A. Hart (SEAL)
 _____ (SEAL)
 _____ (SEAL)

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

PROBATE

Personally appeared the undersigned witness and made oath that I do now see the within named mortgagor sign, seal and as his 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 2nd day of December, 1977.

Ronald H. Hartman (SEAL)
 Notary Public for South Carolina.
 My Commission Expires: 1/15/85.

Brenda L. JonesSTATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

RENUNCIATION OF DOWER

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 whatsoever, renounce, release and forever relinquish unto the mortgagor(s) and the mortgagee(s) heirs or successors and assigns, all her interest and estate, and all her right and claim of dower in, in and to all and singular the premises within mentioned and released.

GIVEN under my hand and seal this

2nd day of December, 1977.

Ronald H. Hartman (SEAL)
 Notary Public for South Carolina.

My Commission Expires: 1/15/85. Recorded December 2, 1977 at 4:16 PM 170SS

Marian A. Hart
MARIAN A. HARTSTATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
TO
BILLY EDWIN HART
AND MARIAN A. HART
SOUTHERN BANK AND TRUST
COMPANY

B. K. H. S. S. / J. L. Smith & Barbara

Mortgage of Real Estate	
1. I hereby certify that the within Mortgage has been filed on	2nd day of December 1977
2. At	4:16 P.M. recorded in Book 1417 at
3. Mortgage, page	563 As No.
4. Register of Deeds Conveyance Greenville County	
LAW OFFICES OF	
THOMAS C. BRISSEY, P. A.	
ATTORNEY AT LAW	
635 North Academy Street	
Greenville, South Carolina 29601	
\$ 28,338.72	
Lot # 02/100 A/, Addis St.,	
Paris Mtn. Twp.	

4328 RWJ