

1419 950

(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 construction until completion without interruption and should it fail to do so, the Mortgagor may, at its option, enter upon and commence to make whatever repairs are necessary, including the completion of any construction work underway, and charge the expenses of such work to 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, costs and expenses against the mortgaged premises. That it will comply with all environmental and municipal laws and regulations affecting the same;

(5) That it hereby assigns all rents, issues and profits of the mortgaged premises from and after any default herein, to the Lender, should legal proceedings be instituted pursuant to this instrument, his wife having signed the same, at Chambers or Court, or in any other place where such proceedings may be held, and that the Lender may, at his option, sue in his own name or in the name of the Mortgagor, for the recovery of the mortgaged premises, with full authority to take possession of the mortgaged premises and collect the rents, issues and profits therefrom, and reasonable rental to be fixed by the Court in the event said premises are occupied by the mortgagor and after default, and all costs 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.

(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 Mortgeree shall be immediately due and payable, and the same may be foreclosed. Should no legal proceeding be instituted for the foreclosure of this mortgage, or should the Mortgagor become a party to any suit or proceeding 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 be therewith 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 by the Lender.

(7) That the Mortgagor shall hold and enjoy the premises, to be delivered and there is a default under this mortgage or in the note secured hereby. It is the true intent of this instrument that if the Mortgagor shall fully pay in all the terms, conditions, and covenants of the instrument, and of the note secured hereby, that then the same shall be wholly null and void, otherwise to remain in full force and effect.

8. After the payment of principal and interest, and the taxes and advances of amounts to the note, the balance of the amount of principal and interest, and taxes, and advances, and any other amount due the Lender, whatever and whenever due shall be paid to the Lender, and the same shall be payable to all creditors, gender shall be applicable to all genders.

WITNESS the Mortgagor's hand and seal this 28th day of December 1977

Catherine H Clark  
Han A Chaffman Jr

December 1977

Peggy J. Barker  
Jean S. Barker

SEAL

SEAL

SEAL

SEAL

STATE OF SOUTH CAROLINA  
COUNTY OF Greenville

PROBATE

I, Catherine H. Clark, do hereby depose and declare under oath that I am the within named mortgagor above, seal and affix my hand and seal to the within written instrument and that I do, with the other witness abovesigned, subscribe the foregoing thereof.

SWORN to before me this 28th day of December 1977

Han A Chaffman Jr. SEAL  
Notary Public for South Carolina  
My Commission Expires Dec 19 1979

Catherine H Clark  
Peggy J. Barker

STATE 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 (hereinafter called the "wife") and the above named mortgagee(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)' heirs or successors and assigns, all her interest and estate, and all her right and claimed dower (d. in law) to all and singular the premises within mentioned and released.

GIVEN under my hand and seal this

28th day of December 1977  
Han A Chaffman Jr. SEAL  
Notary Public for South Carolina  
My Commission Expires Dec 19 1979

Peggy J. Barker

19711

Peggy J. Barker and James S.

Barker

Frank Barker and Aletha Barker  
18 Stevenson Rd.  
Taylors, S.C.  
29687

TO

Mortgage of Real Estate

I hereby certify that the within Mortgage has been duly recorded

on the \_\_\_\_\_ day of December 1977

at 3:16 P.M. recorded in Book 1119 of  
Mortgages, page 959 As No. \_\_\_\_\_

Register of Deeds Conveyance Greenville County

Marion, Dickey, Merchant, Ashmore,  
Chapman & Brown, P.A.  
107 PRESTON STREET  
P.O. BOX 10147 P.S.  
GREENVILLE, SOUTH CAROLINA 29603

\$21,500.00  
LOT 22 COR PUTMAN & FARR Rds.,  
Farr Ests., Greenville Twp.

MORTON, Dickey, Merchant, Ashmore,  
X197111  
D.V.

4328 RW.2