

The Mortgagee further covenants and agrees as follows:

- 11. That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagee by the Mortgagee so long as the total indebtedness thereon 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 Mortgagee unless otherwise provided in writing.
- 12. That it will keep the property existing or hereafter created on the mortgaged property insured as may be required from time to time by the Mortgagee to protect its interest and any other hazards specified by Mortgagee in a sum not less than the mortgage debt, or such other amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagee and the proceeds therefrom shall be payable to the Mortgagee, and that it will pay all costs and charges therefor which the Mortgagee may lawfully assign to the Mortgagee. The Mortgagee shall have the right to sue on the policies and does hereby irrevocably assign to the Mortgagee the right 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.
- 13. That it will keep the property existing or hereafter created in good repair and, in the case of a construction loan, that it will cause the same to be completed in a timely manner and should it fail to do so, the Mortgagee may, at its option, enter upon said premises, make whatever repairs or improvements it deems proper in the completion of any construction work underway, and charge the expenses for such repairs or the completion of such construction to the Mortgagee.
- 14. That the Mortgagee shall comply with all governmental and municipal laws, regulations, charges, fees or other impositions against the mortgaged premises, that it will comply with all governmental and municipal laws and regulations affecting the mortgaged premises.
- 15. That it hereby waives 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 trust administered by the Court in the event said premises are occupied by the Mortgagee and after debiting all charges and expenses attending such proceedings and the execution of its trust as receiver, shall apply the proceeds of the rents, issues and profits toward the payment of the debt secured hereby.
- 16. 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 Mortgagee, the Mortgagee may, at its option, require the Mortgagee to immediately pay and pay to the Mortgagee, and this mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this mortgage or should the Mortgagee 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, the Mortgagee shall pay all costs and expenses incurred by the Mortgagee and a reasonable attorney's fee, shall thereupon become due and payable immediately or on demand, at the option of the Mortgagee, as a part of the debt secured hereby, and may be foreclosed and shall be foreclosed.
- 17. That the Mortgagee shall hold and enjoy the premises above conveyed until there is a default under this mortgage or in the note secured hereby, and in the event of a default under this instrument that if the Mortgagee 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.
- 18. That the covenants herein contained shall bind, and the benefits and advantages shall inure to, through the heirs, executors, administrators, assigns 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 Mortgagee's hand and seal this 17th day of April 1978. SIGNED, sealed and delivered in the presence of:

[Signatures]

17th day of April 1978. *[Signature]* (SEAL) ROBERT HUGH SMART, JR. (SEAL) (SEAL) (SEAL)

STATE OF SOUTH CAROLINA } COUNTY OF GREENVILLE }

PROBATE

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 17th day of April 1978. *[Signature]* (SEAL) Notary Public for South Carolina My Commission Expires 1/15/85

[Signature]

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 (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 (they) freely, voluntarily, and without any compulsion, dread or fear of any person whatsoever, 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 claim of dower of, in and to all and singular the premises within mentioned, and released.

GIVEN under my hand and seal this 17th day of April 1978. *[Signature]* (SEAL) Notary Public for South Carolina My Commission Expires 1/15/85

[Signature] MARIA C. SMART

Recorded April 17, 1978 At 2:49 P.M. No. 30668

\$10,134.00 Lot 127 West Dr. "Coleman Hgts." Registered of Meigs Conveyance Greenville County

Mortgage of Real Estate

SOUTHERN BANK AND TRUST COMPANY TO ROBERT HUGH SMART, JR.

BRISSEY, LATHAN, SMITH & BARBARE, P.A. APR 17 1978 STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE