

(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 assigns 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 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, 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 Mortgagee, 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 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 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 or 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 inure 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.

(9) If the mortgagor should convey the property or any interest therein, to any other party without first obtaining written consent from the mortgagee, or should a creditor, receiver, or trustee in bankruptcy obtain any interest in the property or should any party obtain an interest by attachment or any means other than inheritance (or will), the entire principal balance with interest and service charge accruing thereon shall become immediately due and payable at option of the mortgagee.

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

(11) If mortgagor fails to pay any installment of principal or interest or any other amount on any prior mortgage when the same becomes due, mortgagee 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 17th day of May 19 78.

SIGNED, sealed and delivered in the presence of:

*Cynthia D. Ballou*   
\_\_\_\_\_  
 *M. D. Kirby*   
\_\_\_\_\_

*William D. Kirby*  (SEAL)  
\_\_\_\_\_  
William D. Kirby (SEAL)  
\_\_\_\_\_  
 *Margaret G. Kirby*  (SEAL)  
\_\_\_\_\_  
Margaret G. Kirby (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 May 19 78  
 *Cynthia D. Ballou*  (SEAL)  
\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: 7 April 1980.

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 does freely, voluntarily, and without any compulsion, dread or fear of any person whomsoever, renounce, release and forever relinquish unto the mortgagor(s) and the mortgagor(s)'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 May 19 78  
 *Margaret G. Kirby*  (SEAL)  
\_\_\_\_\_  
Notary Public for South Carolina  
My commission expires: 7 April 1980.

RECORDED MAY 17 1978 at 3:54 P.M. 34353

As No. \_\_\_\_\_  
Book 1432 of Mortgages, page 368  
Register of Means Conveyance Greenville (County)  
Thomas M. Patrick, Jr.  
Attorney At Law  
Post Office Box 10351  
Greenville, SC 29603  
\$10,000.00  
Lot A & Lot C View Point Dr.

Mortgage of Real Estate

Greenville Educators  
Federal Credit Union  
Post Office Box 8611  
Greenville, SC 29604

TO  
William D. Kirby and  
Margaret G. Kirby

THOMAS M. PATRICK, JR.  
34353  
STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE  
MAY 17 1978

2-N 8287