

1989 191  
1/21/79

association doing business in Greenville County, South Carolina as shall be acceptable to the Mortgagee. The certificate of deposit, savings certificate or savings account passbook, shall be issued and registered in the name of the Mortgagor, and the Mortgagor shall execute and deliver to the Mortgagee and to the issuer of the said certificate or passbook a security agreement or pledge agreement, pledging the said certificate or passbook, and the funds so deposited, as collateral for the payment of the principal and interest of said note, as the deferred installments thereof mature, and the form and substance of said pledge agreement shall be acceptable to both the Mortgagee and the issuer.

(6) If prior to the payment of the purchase money mortgage debt in full, or the release of the property from the mortgage lien, the mortgaged property, or any part thereof, should be taken by eminent domain, the net proceeds of the award therefor shall be considered collateral security for the payment of the note aforesaid, and shall be deposited in the South Carolina National Bank or some other bank or savings and loan association doing business in Greenville County, South Carolina, and pledged by the Mortgagor to the Mortgagee for the payment of said note in accordance with the terms of Paragraph (5) above.

(7) 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 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.

(8) 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.

(9) 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.

IN WITNESS WHEREOF, the said Mortgagor has caused its corporate seal to be hereunto affixed and these presents to be subscribed by its duly authorized officers on this the 2<sup>nd</sup> day of January, 1979.

Signed, sealed and delivered  
in the presence of:

NUTEX, INC.

(SEAL)

C. B. Bowen  
J. P. A. [Signature]

By: F. J. [Signature] TREAS

And by Sturbing [Signature] Sec.

0.29

4328 RV-2