

(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 Mortgagee 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 mortgage debt.

(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 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.

WITNESS the Mortgagor's hand and seal this 26th day of May 19 79.  
SIGNED, sealed and delivered in the presence of:

Joseph S. Francis, Jr.  
Charles E. Howard  
\_\_\_\_\_  
\_\_\_\_\_

James Lewis Duncan, Jr. (SEAL)  
Dale Duncan (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 26th day of May 19 79

Charles E. Howard (SEAL)  
Notary Public for South Carolina.  
My Commission Expires: 4-15-81.

Joseph S. Francis, Jr.

STATE OF SOUTH CAROLINA  
COUNTY OF

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 mortgagee(s) and the mortgagee'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 26th

day of May 19 79.  
Charles E. Howard (SEAL)  
Notary Public for South Carolina.  
My Commission Expires: \_\_\_\_\_

Dale Duncan

RECORDED MAY 30 1979  
at 11:23 A.M.

MAY 30 1979  
K35468  
STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

JAMES LEWIS DUNCAN, JR. and  
DALE DUNCAN  
TO  
FRANKLIN R. SMITH and SANDRA  
G. SMITH  
1008 Harold Drive  
New Taylor, N.C. 25687

Mortgage of Real Estate

I hereby certify that the within Mortgage has been this 26th  
day of May 19 79  
at 11:23 A.M. recorded in Book 1468 of  
Mortgages, page 313 As No. \_\_\_\_\_  
Register of Mease Conveyance Greenville County  
GRIFFIN & HOWARD  
Attorneys at Law  
P.O. Box 10383  
Greenville, S.C. 29603  
\$2,600.00  
Lot 91 Wallace St. Sec. 3

5130

4328 RV-2