

VI 1474 320

The Mortgagor covenants and agrees as follows:

- (1) That this mortgage shall secure the Mortgagor for such further sums as may be advanced hereafter, at the option of the Mortgagor, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the convenants herein. This mortgage shall also secure the Mortgagor for any future legal advances, renewals or credits as may be made hereafter to the Mortgagor by the Mortgagor 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 Mortgagor unless otherwise provided in writing.
- (2) That it will keep the property subject to this mortgage free from all liens, encumbrances and other burdens specified by Mortgagor, in an amount not less than the mortgage debt, or such amount as may be required by the Mortgagor, and in companies acceptable to it, and that all such plats and renewals thereof shall be held by the Mortgagor and for a period of three years payable classes in favor of, and in form acceptable to the Mortgagor, and that it will pay all premiums thereon when due, and that it does hereby assign to the Mortgagor the proceeds of any policy insuring the mortgaged premises and their contents, where each sum so received is used to make payment for a loss directly to the Mortgagor, to the extent of the balance owing on the Mortgage debt, whether due or not.
- (3) That it will keep the property subject to this mortgage in good repair, and, in the case of a construction loan, that it will complete the same within the time limit set by the Mortgagor, and should it fail to do so, the Mortgagor 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, fees 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 Mortgagor, all sums then owing by the Mortgagor to the Mortgagor 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 Mortgagor 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 an attorney at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagor, and a reasonable attorney's fee, shall then be 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 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 accrue 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 24th day of July 1979.

SIGNED, sealed and delivered in the presence of:

Tom Berry  
Kathy H. Brissey

Robert D. Terrell (SEAL)

Robert D. Terrell (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF SOUTH CAROLINA

PROBATE

COUNTY OF GREENVILLE

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 24th day of July 1979.

Tom Berry  
Notary Public for South Carolina  
My Commission expires 3/20/89.

Kathy H. Brissey

STATE OF SOUTH CAROLINA

RENUNCIATION OF DOWER

COUNTY OF GREENVILLE

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 whatsoever, renounce, release and forever relinquish unto the mortgagor(s) and the mortgagor(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

24th day of July 1979.

Tom Berry  
(SEAL)  
Notary Public for South Carolina.

Mary I. Terrell  
Mary I. Terrell

2706

at 4:09 P.M.

recorded JUL 24 1979

THOMAS W. GREENE AND WILLIAM G.  
CAIN, AS TRUSTEES FOR GREENE AND CAIN,  
ATTORNEYS AT LAW, P. A., PENSION AND  
PROFIT SHARING PLAN

TO

ROBERT D. TERRELL  
STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

JULY 24, 1979  
LATHAN, FAISOUX, SMITH & BURGESS, P.A.  
850 WOOD RIVER ROAD  
GREENVILLE, SC 29607

4328 AW-2

Mortgage, page 525 As No. 1

Register of Deeds  
Greenville County  
LAW OFFICES OF

BRISSEY, LATHAN, FAISOUX, SMITH &  
BARBARE, P.A.  
\$21,000.00

Lot 33 Davinia Ave ROWLEY PLACE