

5220

The Mortgagor further covenants and agrees as follows:

- (1) That the mortgage shall run to the Mortgagor for such further sum or 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 covenants herein. This mortgage shall also secure the Mortgagor for any further sums so advanced, realizable or unrealized which may be made hereafter to the Mortgagor by the Mortgagor to secure the total indebtedness so advanced, if such does not exceed the original amount shown on the face hereto. All such amounts shall bear interest at the same rate as the mortgage, and shall be payable on demand of the Mortgagor unless otherwise provided in writing.
- (2) That it will keep the property now existing or hereafter erected on the mortgaged property in as good condition as may be required from time to time by the Mortgagor, subject to law, and any other hazards specified by Mortgagor, in a manner not less than the mortgage date, or in such event, as may be required by the Mortgagor and in conditions acceptable to it, and that all such public and private roads thereto shall be held by the Mortgagor, and by such title, subject to the Mortgagor's title, and that it will pay all taxes, assessments, charges and expenses of and in respect of the property of Mortgagor, including the cost of legal processes and dues levied, with the result that the same shall be paid to the Mortgagor to make payment for a loss directly to the Mortgagor, to the extent of the balance owing on the Mortgage date, whether due or not.
- (3) That it will cause all structures now existing or hereafter erected in good repair, and in the case of a construction loan, that it will cause the same to be completed in good repair, and should it fail to do so, the Mortgagor shall at its option enter upon said premises, make whatever repairs are necessary, and pay the completion of any construction work underway, and charge the expenses for such repairs or the completion of such work to the Mortgagor date.
- (4) That it will pay when due all taxes, rents, assessments, and other governmental or municipal charges, fees or other impositions affecting the mortgaged premises, that it will comply with all environmental 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 fee to itself, the Court, in the event said premises are occupied by the Mortgagor, and after deducting all charges and expenses attending such possession 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 proceeding 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, it should the debt secured hereby or any part thereof be placed in the hands of an attorney-at-law for collection, to whom all costs and expenses incurred by the Mortgagor, and after deducting all charges and expenses attending such possession 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.
- (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 intent 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 14th day of November 1979.

SIGNED, sealed and delivered in the presence of:

C. Timothy Sullivan
Notary Public for South Carolina

FOOTHILLS DELTA P. INC. (SEAL)

By: *T. Wilson Putman*, President (SEAL)

(SEAL)

(SEAL)

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

PROBATE

Personally appeared the undersigned witness and made oath that she saw the within named mortgagor sign, seal and as its act and deed deliver the within written instrument and that she, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 14th day of November 1979.

C. Timothy Sullivan (SEAL)
Notary Public for South Carolina
My Commission expires 3-8-89

STATE OF SOUTH CAROLINA
COUNTY OF

NOT NECESSARY - MORTGAGOR CORPORATION
RENUNCIATION OF POWER

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 in succession 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

day of 19 (SEAL)
Notary Public for South Carolina
RECORDED NOV 15 1979 at 11:26 A.M.

16-199

C. Timothy Sullivan, Attorney

✓
16-199 ✓

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FOOTHILLS DELTA P. INC.

TO SOUTHERN SERVICE CORPORATION

TO

Mortgage of Real Estate

I hereby certify that the within Mortgage has been duly recorded Nov. 15, 1979.

at 11:26 A.M. recorded in Book 1488

At No. 323

Register of Deed, Greenville County
LAW OFFICES OF

\$12,500.00
Lot 224 Canebrake II

4328 RV-2