

At the time of the execution of this instrument, the Mortgagor shall have paid in full all taxes, assessments, insurance premiums, and other amounts due and owing by him/her to the City of Greenville, South Carolina, or to any other governmental unit or agency that he is lawfully seized in fee of the mortgaged premises, and at the time of the execution of this instrument, there shall be no mortgage or encumbrance upon the mortgaged premises.

COH RAY J
United Virginia Mortgage Corporation

December 10, 1980

in the **Greenville**, **South Carolina**, County of **Greenville**, **1527** at page **158** that he has a good and lawful right to sell and convey the said building and contents thereof and the title to the same forever against the lawful claims and demands of all persons whomsoever. Mortgagor and Mortgagor's heirs, executors, administrators and assigns, do covenant and agree to pay all taxes due and to become due on the property and to make all assessments, except for other improvements and keep the buildings thereon insured against loss by fire and other risks, to the satisfaction of the Mortgagor, Mortgagor, its successors or assigns, in such sum as may be required to satisfy the requirements of the Mortgagor, Mortgagor, its successors or assigns, in an amount satisfactory to said Mortgagor, Mortgagor, its successors or assigns, in the mortgage and subrogation clause satisfactory to the Mortgagor attached to said promissory note herein, and to make payment to any insurance companies, the amount of the insurance money paid shall be applied first in the indebtedness created hereby for rebuilding and restoring the damaged buildings as the Mortgagor may direct, and it is further agreed that in the event that the Mortgagor shall fail to pay and keep up said taxes, assessments for insurance, other amounts due and owing by him/her to the Mortgagor or its successors or assigns are hereby authorized to do so and to pay, and if any sums so paid shall exceed what is due by this mortgage and shall bear interest from the date of payment at the rate of eight percent per annum.

PROVIDED ALWAYS **NOTWITHSTANDING** that if the said Mortgagor shall fail and true pay or cause to be paid unto the said Mortgagor, its successors or assigns, the sum of one thousand dollars of money advanced, with interest thereon if any shall be due, according to the true intent and meaning of this instrument and of this note and the conditions therein written, then this deed of bargain and sale shall cease and be void; otherwise it shall remain in full force and authority.

And it is also covenanted and agreed that upon default in the payment of said promissory note above described, or on our failure to pay the said taxes, assessments for street or other improvements, and insurance as agreed, or on failure of the Mortgagor to keep and perform any of the covenants contained herein, then, or in any one of these events, the whole amount of the indebtedness hereby secured by the above named premises, shall be in the name of the lawful owner and holder of said note and of this security be and become due and payable, and in everything hereinafter of this said note contained to the contrary notwithstanding, such option to be exercised with respect thereto.

And it is covenanted and agreed that (a) in the event that any part of the property or an interest therein is sold or transferred by Mortgagor without Mortgagor's prior written consent, excepting in the event of a bona fide inheritance subordinate to this mortgage, (b) the creation of a purchase money security interest for himself, his heirs, executors, or a transfer by devise, descent or by operation of law upon the death of any co-tenant and the grant of any leasehold interest of three years or less not containing an option to purchase, Mortgagor may at his option declare all the sums secured by this mortgage immediately due and payable. Mortgagor shall have waived such option to accelerate if prior to the sixtieth day after the date of such declaration of property as to be sold or transferred reach agreement in writing that the creditor will pay the amount due. Mortgagor shall have the interest payable to the sum secured by this mortgage shall be at such rate as Mortgagor can collect and if the required assumption fee is paid, if Mortgagor has waived the option to accelerate and if Mortgagor's successor in title has accepted and assumed an assignment in accordance accepted in writing by Mortgagor, Mortgagor shall release Mortgagor from liability under this Mortgage and Note. If Mortgagor exercises such option to accelerate, Mortgagor shall demand Mortgagor to pay the amount due and payable within ten days of notice of such default or less than 30 days from the date the notice is mailed within which Mortgagor may pay the same. If less than 30 days, Mortgagor shall pay such sums prior to the expiration of such period. Mortgagor may, without further notice, sue for the amount of damages permitted under this Mortgage.

And it is covenanted and agreed that the said Mortgagor if ever forced to assign, set over and transfer to the said Mortgagor, its successors or assigns, all the rights and remedies of the said Mortgagor, upon accruing and falling due from and after the service of summons issued in an action of foreclosure of this mortgage after default in the judgment thereof. In the event Mortgagor exercises its option to accelerate or in the event the mortgaged premises are abandoned, Mortgagor shall be entitled to have a receiver appointed by a court to enter upon, take possession of the mortgaged premises and to collect the rents, issues and profits of the mortgaged premises, including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the mortgaged premises and collection of rents, including attorney's fees, receiver's fees, premiums or receiver's bonds and reasonable attorney's fees, and then to the sum secured by this mortgage. And it is further agreed that in the case of foreclosure of this mortgage, by suit or otherwise, the Mortgagor shall recover of the Mortgagor the expense of advertising, selling and conveying, including reasonable attorney's fees and other reasonable charges of fees, costs, expenses, and charges incurred by this mortgage, and shall be included in judgment of foreclosure. And it is further agreed that in case of a sale or conveyancing is commenced which mutually affects Mortgagor's interest in the mortgaged premises, Mortgagor shall recover from Mortgagor the expense incurred in protecting its interest, including but not limited to reasonable attorney's fees and disbursements.

And it is covenanted and agreed that the said Mortgagor, in the event it exercises its option to declare the maturity of any debt or sum to be paid by the Mortgagor, shall declare the value of its right to exercise such option, or to declare such debt, sum or amount due and payable, and it is further agreed that no terms or conditions contained in this mortgage can be varied, altered or changed except as provided in writing and signed by all parties hereto.

The nonholder hereunder is entitled to the right to make or make any advanced payments under any loan prior thereto, or under this mortgage, the nonpayment of which would constitute a default, including but not limited to principal and/or interest payments, taxes and fire insurance premiums. All such advanced shall bear interest at the highest rate allowed under South Carolina law, from the date of the advance to the date of repayment, shall attach to and become part of the lien created hereunder shall become payable at any time or demand thereafter and the failure to do so shall at the nonholder's option constitute a default hereunder giving rise to all of the remedies herein provided for the event of further defaults.

The Mortgagor shall have the right to make partial payment on the debt in whole or in part at any time and shall receive a rebate for any unearned interest, which rebate shall be calculated in accordance with the Annual Method.

All applicable laws and rules of law shall govern this instrument.

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