

1983

The Mortgagor further covenants and agrees as follows:

- (1) That this mortgage shall secure the Mortgagee for all taxes, public assessments, and other governmental or municipal charges, fines or other impositions against the mortgaged premises. This mortgage shall also secure the Mortgagee for any further loans, advances, or disbursements made by the Mortgagee to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount of the mortgage debt. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable in full at the maturity of the mortgage debt.
- (2) That it will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and any other hazards specified by the Mortgagee, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagee, and have attached hereto this payable clause in favor of, and in form acceptable to the Mortgagee, and that it will pay all premiums therefor when due, and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the Mortgage debt, whether due or not.
- (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 judicial 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 of a premises unoccupied 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 Mortgagee 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 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, in the opinion of the Mortgagee, as a part of the debt secured hereby, and may be recovered and collected hereunder.
- (7) That the Mortgagor or it or it or its heirs, assigns, or assigns, shall not occupy 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, any judicial 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 of a premises unoccupied 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.
- (8) That the covenants hereof shall bind and the heirs, assigns, and assigns, of the respective heirs, executors, administrators, successors and assigns, of the parties hereto. When ever used the singular it 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 5th day of December 1983

SIGNED, sealed and delivered in the presence of J.C. Blalock, Jr. and Brenda J. Hawkins

Toney B. F. Evett (SEAL) Melissa Evett (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 to 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 5th day of December 1983 J.C. Blalock, Jr. (SEAL) Notary Public for South Carolina My Commission Expires 1-1-92 Brenda J. Hawkins

STATE OF SOUTH CAROLINA } RESIGNATION 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 (they) freely, voluntarily and without any compulsion, threat or fear of any person whatsoever, renounced, release and forever relinquish unto the mortgagor(s) and the mortgagee(s) here to me, heirs 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 referred

GIVEN under my hand and seal this 5th day of December 1983 J.C. Blalock, Jr. (SEAL) Notary Public for South Carolina My Commission Expires: 1-1-92 Melissa Evett

RECORDED DEC 7 1983 at 11:09 A.M.

BROWN AND HARRIS ATTORNEYS AT LAW, P.A. X380115

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

TO TONEY B.F. EVETT AND MELISSA EVETT

DOYLE KASHI AND ERVA KASHI

Mortgage of Real Estate

11:09 A.M. recorded in Book 1638

December 10 1983

LAW OFFICES OF Brown, Byrd, Blackley, Massey, Lehighart & Stoudemire, P.A. Suite 15, 700 E. North Street P.O. Box 2464 Greenville, South Carolina 29602 \$12,000.00 20.0 Acres Terry Rd.

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