

GREENVILLE, CO. S. C.

MORTGAGE OF REAL ESTATE—Prepared by *Donnie S. Tankersley R.H.C.* Attorneys at Law, Greenville, S. C.

BOOK 1286 PAGE 837

BOOK 33 PAGE 350

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

Donnie S. Tankersley R.H.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, John E. Holliday and Ruth C. Holliday

(hereinafter referred to as Mortgagor) is well and truly indebted unto B. F. Hicks or Gladys D. Hicks, with full right of survivorship,

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are in

The Mortgagor further covenants and agrees as follows: *Aug 23 9 21 AM '75*

BOOK 1286 PAGE 838

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, assessments, interest, principal, and any other sums payable by the Mortgagor for any other purpose pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further advances or loans that may be made hereafter to the Mortgagor by the Mortgagee, so long as the total amount of such advances and loans does not exceed the original amount shown on the face hereof. All sums so advanced shall be interest free to the Mortgagor and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

(2) That the Mortgagor shall keep the premises now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against fire, lightning, and any other hazards specified by the Mortgagee, in an amount not less than the mortgage debt or the full value of the premises, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagee, and have attached thereto loss payable clauses 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 it hereby authorizes 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 and improvements 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, and it hereby agrees to 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 local proceedings be instituted pursuant to this mortgage, any court having jurisdiction may, at its option, 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 default, and the 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 if the note secured hereby is not paid when due, the Mortgagee may, at its option, foreclose this mortgage and take possession of the premises, and should any local proceedings be instituted for the foreclosure of this mortgage, the Mortgagee may become a party of any suit involving this mortgage or the title to the premises described herein, and should the debt secured hereby be paid in any part thereof before the foreclosure proceedings at law for collection in suit or otherwise, all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee, shall be paid by the Mortgagor, and all costs and expenses incurred by the Mortgagee, as a part of the debt secured hereby, shall be paid by the Mortgagor, and all costs and expenses incurred by the Mortgagee, as a part of the debt secured hereby, shall be paid by the Mortgagor.

(7) That the Mortgagor covenants and agrees that the premises here conveyed until there is a default under this mortgage or in the note secured hereby, shall be deemed to be held in trust for the Mortgagee, and that if the Mortgagee should be unable to perform all of the terms, conditions, and covenants of the mortgage, and of the note secured hereby, that then this mortgage shall be null and void, and the premises shall 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 herein. 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 *2nd* day of *August*, *1975*.
SIGNED, sealed and delivered in the presence of: *B. F. Hicks* *Gladys D. Hicks*

RECORDING FEE
PAID \$100

4328 RV-2