

4328 RV-2

BOOK 41 PAGE 553
MORTON, DRAWDY, MARCHBANKS, A. ADRE, CHAPMAN & BROWN, P.A. 307 PL. TIGRU ST., GREENVILLE, S.C. 29603
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
MORTGAGE OF REAL ESTATE BOOK 1337 PAGE 789

AFFIDAVIT FILED

DOMINE S. TANKERSLEY TO ALL WHOM THESE PRESENTS MAY CONCERN:
R.H.C.

WHEREAS, WILLIAM G. REIMOND and KATHLEEN T. REIMOND

(hereinafter referred to as Mortgagor) is well and truly indebted unto

SALLIE C. HUGENIN and agreement

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note, the terms of which are incorporated herein by reference, in the sum of not to exceed Two Hundred Fifty Thousand Dollars (\$250,000.00)

In the Presence of: FOR VALUABLE CONSIDERATION, the within NCNB MORTGAGE SOUTH, INC.
Mortgage is hereby cancelled and the Formerly C. DOUGLAS WILSON
sun of \$26,103.44 By James W. Wall
Dollars is credited against the indebtedness evidenced by the sale. 300X 1337 PAGE 790 Pres.

- (3) That it will keep all improvements now existing or hereafter erected in good repair, and, in the case of a construction, it will continue construction until completion without interruption, and should it fail to do so, the Mortgagee may, at its option, enter upon and make whatever repairs are necessary, including the completion of any construction work underway, and charge the expense thereof to 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 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 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 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 to any such proceedings, 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, at the option of the Mortgagee, 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 inure 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 22nd day of April 1975
SIGNED, sealed and delivered in the presence of:

C. Vincent Bowen
James C. Blakely, Jr.

William G. Reimond (SEAL)
William G. Reimond
Kathleen T. Reimond (SEAL)
Kathleen T. Reimond

SEP 14 1975
GREENVILLE CO. S. C.

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