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HORTON, DRAWDY, DILLARD, MARCHBANKS, GOODMAN & BROWN, P.A., 307 PETTIGRU STREET, GREENVILLE, S.C. 29601 **BOOK 1284 PAGE 657**
 STATE OF SOUTH CAROLINA **FILED** GREENVILLE, CO. S.C. **MORTGAGE OF REAL ESTATE BOOK 1289 PAGE 125**
 COUNTY OF GREENVILLE **JAN 26 2 45 PM '73** **TO ALL WHOM THESE PRESENTS MAY CONCERN:**
DONNIE S. TANKERSLEY
R.H.C. **BOOK 45 PAGE 666**

WHEREAS, **JACK D. HOWELL**
 (hereinafter referred to as Mortgagor) is well and truly indebted unto **HENRY C. HARDING BUILDERS, INC.**

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of **ONE THOUSAND SIX HUNDRED FOURTEEN and 94/100** Dollars (\$ **1,614.94**) due and payable in **six** (6) equal semi-annual installments in the sum of \$ **269.16** on the principal, plus interest, commencing June 1, 1973 and semi-annually thereafter until paid in full, with interest thereon from date at the rate of **8** per annum, to be paid: semi-annually

MAR 3 '77 **FILED** *and satisfied in full Feb 26, 1977*
GREENVILLE CO. S.C. **MAR 3 12 42 PM '77** *Donnie S. Tankersley*
DONNIE S. TANKERSLEY *Witness E.M. Starnes*
R.H.C. *Nat'l. Public for S. with Carolina*

- (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 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 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 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, 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 **10th** day of **January** 19 **73**
 SIGNED, sealed and delivered in the presence of:

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