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BOOK 52 PAGE 34

HORTON, DRAWDY, MARCHBANKS, ASHMORE, CHAPMAN & BROWN, P.A. 307 PETTIGRU ST., GREENVILLE, S.C. 29603
STATE OF SOUTH CAROLINA } GREENVILLE CO. S.C.
COUNTY OF GREENVILLE } FEB 14 2 05 PM '77 MORTGAGE OF REAL ESTATE BOOK 1359 PAGE 170
TO ALL WHOM THESE PRESENTS MAY CONCERN:
DONNIE S. TANKERSLEY
R.H.C.

WHEREAS, Mary Ellen Bates Roper

(hereinafter referred to as Mortgagor) is well and truly indebted unto G. Maurice Ashmore

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

Two Thousand Five Hundred and No/100ths Dollars (\$ 2,500.00) due and payable

as provided in said note.

with interest thereon from date at the rate of 9% per annum to be paid as provided in said note.

GREENVILLE, S.C. The debt hereby secured is paid in full this 20th day of February, 1977, and the lien of this mortgage cancelled. 11195 Margaret H. Ashmore BOOK 1359 PAGE 170

- (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 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 reasonable rental to be fixed by the Court in the event said premises are occupied by the mortgagor and after deducting all charges and expense 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 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, plus 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.

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