BOOK 1105 PAGE 233

AND IT IS FURTHER AGREED, by and between the said parties, that should legal proceedings be instituted for the toreclosure of this mortgage, or for any purpose involving this mortgage, or should the debt hereby secured be placed in the hands of an

attorney at law for collection, by suit or otherwise, that all costs and expenses incurred by the mortgagee,

Domestic Loans of Grennville, Inc. or assigns, including a reasonable counsel fee (of not less than ten per cent. of the amount involved) shall thereupon become due and payable as a part of the debt secured hereby, and may be recovered and collected hereunder.

PROVIDED, ALWAYS, and it is the true intent and meaning of the parties to these Presents, that when the said mortgagor, heirs, executors or administrators shall pay, or cause to be paid unto the said mortgagee, Domestic Loans of Greenville, Inc. , their successors

or assigns, the said debt, with the interest thereon, if any shall be due, and also all sums of money paid by the said Domestic Loans of Greenvile, Inc. , their successors or assigns, according to the conditions and agreements of the said note, and of this mortgage and shall perform all the obligations according to the true intent and meaning of the said note and mortgage, and the conditions thereunder written, then this Deed of Bargain and Sale shall cease, determine and be void, otherwise it shall remain in full force and virtue.

AND IT IS LASTLY AGREED, by and between the said parties, that the said mortgagor their is to hold and enjoy the said premises until default of payment shall be made.

WITNESS our Hand and Seal, this 23rd day of Sept. in the year of our Lord one thousand nine hundred and sixty-eight and in the one hundred and ninety-first year of the Sovereignty and Independence of the United States of America. -Signed, sealed and delivered in the presence of

peurman STATE OF SOUTH CAROLINA, Greenville County

> BEFORE ME personally appeared Claude R. Floyd II

and made oath that he saw the within named William H. & Nina W. Smith

sign, seal, and as

act and deed, deliver the within written Deed; and that their with

Judy Spearman witnessed the execution thereof.

Sworn to before me, this 23rd

Sept. by of A. D. 19 68

Notary Public for South Carolina STATE OF SOUTH CAROLINA, Greenville County

George C. Payne Jr.

a Notary Public, do hereby certify unto all whom it may concern, that Mrs. Nina W. Smith the wife of the within named

William H. Smith did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named

William H. & Nina W. Smith

and assigns, all her interest and estate, and also all her right and claim of Dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 23rd

Sept.

A. D. 19 68 Notary Public for South Carolina

Recorded Oct. 4, 1968 at 10:15 A. M., #8356.