

9. It is agreed 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 this mortgage, and of the note secured hereby, this mortgage shall be utterly null and void; otherwise to remain in full force and virtue. 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 Mortgagor 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 an 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.

10. 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 number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS The Mortgagor(s) hand and seal this 23rd day of January, 19 70.

Signed, sealed, and delivered

in the presence of:

*[Handwritten signatures]*

*David Tobe Garrett* (SEAL)

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

**Probate**

PERSONALLY appeared before me Shelby W. Boling  
made oath that she saw the within named David Tobe Garrett

sign, seal and as his act and deed deliver the within written deed, and that she, with

C. Thomas Cofield, III.,

witnessed the execution thereof.

SWORN to before me this the 23rd

day of January, A. D., 19 70.

Notary Public for South Carolina

My Commission Expires Dec. 15, 1979.

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

**Renunciation of Dower**

I, C. Thomas Cofield, III., a Notary Public for South Carolina, do hereby certify  
unto all whom it may concern that Mrs. Brenda C. Garrett

the wife of the within named David Tobe Garrett

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 FOUNTAIN INN FEDERAL SAVINGS AND LOAN ASSOCIATION, its successors, and assigns, all her interest and estate, and also 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 day of January

A. D., 19 70.

Notary Public for South Carolina

My Commission Expires Dec. 15, 1979.

Recorded January 28, 1970 at 4:28 P. M., #16825.