

1328-38

14. That in the event this mortgage should be foreclosed, the Mortgagor expressly agrees the benefits of Sections 45-88 through 45-961 of the 1962 Code of Laws of South Carolina, as amended, or any other applicable laws.

THE MORTGAGEE COVENANTS AND AGREES AS FOLLOWS:

1. That should the Mortgagor prepay a portion of the indebtedness secured by this mortgage and subsequently fail to make a payment or payments as required by the above described promissory note and such payment(s) will be applied toward the final payment or payments, similar as possible, in order that the principal debt will not be held outstanding.

2. That the Mortgagor shall hold and enjoy the above described premises until the date of foreclosure, after the execution of the note secured hereby, and it is the true meaning of this instrument that if the Mortgagor shall fail to pay all the terms and covenants and agreements of this mortgage and of the note secured hereby, that then this note shall be payable at maturity and will otherwise remain in full force and virtue.

It is mutually agreed that if there is a default in any of the terms and covenants of this mortgage or of the note secured hereby, then, at the option of the Mortgagor, all sums then owing by the Mortgagor to the Mortgagor shall be immediately due and payable and this mortgage may be foreclosed. Should any legal process 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 collectors at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagor, and a reasonable attorney's fee, shall then upon becoming due and payable, immediately or on demand, at the option of the Mortgagor, as a part of the debt secured thereby, and may be recovered and collected hereunder.

It is further agreed that the covenants herein contained shall bind, and the benefits and advantages shall accrue to, the respective heirs, executors, administrators, successors, grantees, and assigns of the parties hereto. Whatever 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 hand and seal of the Mortgagor, this

18th day of July

, 1975

Signed, sealed and delivered in the presence of:

Mrs. Debra L. Castles

Donald R. McAlister

FRANKLIN ENTERPRISES, INC.

By: *J. E. Franklin* (SEAL)

President

(SEAL)

(SEAL)

(SEAL)

State of South Carolina
COUNTY OF GREENVILLE

PROBATE

PERSONALLY appeared before me

Debra L. Castles

and made oath that

I, the undersigned Notary Public, do by

Donald E. Franklin

sign, seal and as

it

act and deed deliver the within written instrument, and that it be with

Donald R. McAlister

witnessed the execution thereof

SWORN to before me this the

18th

day of *July*

A.D. 1975

Donald R. McAlister
Notary Public for South Carolina
(SEAL)

My Commission Expires

8-4-79

Debra L. Castles

State of South Carolina
COUNTY OF GREENVILLE

RENUNCIATION OF DOWER

, a Notary Public for South Carolina, do

hereby certify unto all whom it may concern that Mrs.

the wife of the aforesaid named, 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 whatsoever, renounce, release and forever relinquish unto the aforesaid Mortgagor, its successors 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 unto my hand and seal, this

day of

, A.D. 19

Notary Public for South Carolina

My Commission Expires

(SEAL)

RECORDED JUL 22 '75 AT 10:21 A.M. # 15155

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