

BOOK 1345 PAGE 981

rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such future advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus US \$

22. Release. Upon payment of all sums secured by this Mortgage, this Mortgage shall become null and void, and Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Signed, sealed and delivered in the presence of:

*Lyn Pressley*

*S. Gray Walsh*

*Guy B. Toole Jr.* (Seal) - Borrower

*Judy H. Toole* (Seal) - Borrower

Lot #74, Old Mill Estates

Property Address

STATE OF SOUTH CAROLINA, Greenville County ss:

Before me personally appeared *Lyn Pressley* and made oath that he saw the within named Borrower sign, seal, and as their act and deed, deliver the within written Mortgage; and that he with *S. Gray Walsh* witnessed the execution thereof. Sworn before me this *14th* day of *July*, 1975.

*S. Gray Walsh* (Seal) Notary Public for South Carolina My Commission Expires: *9/2/79*

*Lyn Pressley*

STATE OF SOUTH CAROLINA, Greenville County ss:

I, *S. Gray Walsh*, a Notary Public, do hereby certify unto all whom it may concern that Mrs. *Judy H. Toole* the wife of the within named *Guy B. Toole, Jr.* 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 whomsoever, renounce, release and forever relinquish unto the within named *Bankers Trust of S. C.* 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 under my Hand and Seal, this *14th* day of *July*, 1975.

*S. Gray Walsh* (Seal) Notary Public for South Carolina My Commission Expires: *9/2/79*

39,500.00 Lot #74 Burlwood Ct., Old Mills 2906

RECORDED JUL 21 '75 Re-RECORDED AUG 12 '75 At 11:15 A.M. 1707 390

Re-record Fee for recording of the original the R. M. ... 9:37:15 A.M. County S. ... A. M. July 21 1975 and recorded in ... Mortgage Book 1344 228 976 at page *228* *976* *James S. Tankersley* R.M.C. REC'D

AUG 12 1975 RECEIVED 3:58 PM 1707 390

LOVE, THOMKINSON, ARNOLD & THOMASON