

cerned is hereby authorized and directed to make payment for such loss directly to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration of the property damaged. In the event of foreclosure of this mortgage, or other transfer of title to the mortgaged premises in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

6. That he hereby assigns all the rents, issues, and profits of the mortgaged premises from and after any default hereunder, and should legal proceedings be instituted pursuant to this instrument, then the Mortgagee shall have the right to have appointed a receiver of the rents, issues, and profits, who, after deducting all charges and expenses attending such proceedings and the execution of his trust as receiver, shall apply the residue of the rents, issues, and profits toward the payment of the debt secured hereby.

7. Without affecting the liability of any person (other than any person released pursuant hereto) for payment of any indebtedness secured hereby, and without affecting the priority or extent of the lien hereof upon any property not specifically released pursuant hereto, Mortgagee may at any time and from time to time, without notice and without limitation as to any legal right or privilege of Mortgagee:

- (a) Release any person liable for payment of any indebtedness secured hereby;
- (b) Extend the time or agree to alter the terms of payment of any of the indebtedness;
- (c) Accept additional security of any kind;
- (d) Release any property securing the indebtedness;
- (e) Consent to the creation of any easement on or over the premises or any covenants restricting use or occupancy thereof.

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(s) secured hereby. If the Mortgagor shall fully perform all the terms, conditions, and covenants of the mortgage, and of the note(s) secured hereby, then this mortgage shall be 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(s) 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 shall be foreclosed. Should the Mortgagee become a party to any suit involving this mortgage or the title to the premises described herein (excluding legal proceeding instituted for foreclosure or for the collection of the debt secured hereby) all costs and expenses reasonably incurred by the Mortgagee, and a reasonable attorney's fee shall be secured hereby and shall become due and payable thirty (30) days after demand. Should any legal proceedings be instituted for the foreclosure of this mortgage, 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 including reasonable attorney's fees shall be secured hereby, shall become due and payable immediately or on demand, and may be recovered and collected hereunder. The Mortgagor waives the benefit of any appraisal laws of the State of South Carolina.

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 and 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 their hand(s) and seal(s) this 18th day of October, 1976

Signed, sealed and delivered in the presence of:

<u>Clanice E. Brown</u>	<u>Jimmy L. Terry</u> (Seal)
<u>Phillip Cudd</u>	<u>Nellie R. Terry</u> (Seal)

STATE OF SOUTH CAROLINA }  
 COUNTY OF Spartanburg } ss:  
 Personally appeared before me Clanice E. Brown  
 and made oath that he saw the within named Jimmy L. Terry and Nellie R. Terry  
 sign, seal, and as their act and deed deliver the within deed, and that deponent,  
 with Phillip Cudd witnessed the execution thereof.

Sworn to and subscribed before me this 18th day of October, 1976  
Phillip Cudd  
 11-8-83 Notary Public for South Carolina

\$ 25,000.00  
 Lot 4, Bates Rd.  
 STATE OF SOUTH CAROLINA }  
 COUNTY OF Spartanburg } ss:  
 I, Phillip Cudd, Notary Public in and  
 for South Carolina, do hereby certify unto all whom it may concern that Mrs. Nellie R. Terry  
 , the wife of the within-named Jimmy L. Terry  
 , 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  
Homemakers Finance Service, Inc., its successors  
 and assigns, all her interest and estate, and also all her right, title, and claim of dower of, in, or to all and singular  
 the premises within mentioned and released.

Given under my hand and seal, this 18th day of October, 1976  
Nellie R. Terry [SEAL]  
Phillip Cudd  
 11-8-83 Notary Public for South Carolina

RECORDED OCT 27 '76 At 4:05 P.M. # 11588

0.430

4328 RV-2

11588K OCT 27 1976