

50-10-3-4870

21. The Mortgagor hereby waives the benefit of all homestead exemptions as to the debt secured by this Mortgage and as to any expenditure for insurance, taxes, levies, assessments, dues or charges incurred by the Mortgagee pursuant to any provision of this Mortgage.

22. The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he has good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever, except as may be otherwise noted herein; and the Mortgagor further covenants to warrant and forever defend all and singular the premises herein mentioned unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

23. Should any legal proceedings be instituted for the foreclosure of this Mortgage, or should the Mortgagee 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 any attorney at law for collection by suit or otherwise, all costs and expenses (including continuation of abstract) 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.

24. This Mortgage and all the covenants, agreements, terms and conditions herein contained shall be binding upon and inure to the benefit of the Mortgagor and the heirs, legal representatives and assigns of the Mortgagor, and, to the extent permitted by law, every subsequent owner of the mortgaged property, and shall be binding upon and inure to the benefit of the Mortgagee and its assigns. If the Mortgagor, as defined herein, consists of two or more parties, this Mortgage shall constitute a grant and mortgage by all of them, jointly and severally, and they shall be obligated jointly and severally under all the provisions hereof and under the Note. The word "Mortgagee" shall include any person, corporation or other party who may from time to time be the holder of this Mortgage. Wherever used herein the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall be applicable to all genders wherever the sense requires.

IN WITNESS WHEREOF this Mortgage has been duly signed and sealed by the Mortgagor(s) on this 28th day of October, 1980.

Signed, sealed and delivered in the presence of:

Pamela S. Coale
Jean M. Lochotzki

x Leonard W. Wichmann, Jr. [SEAL]
Leonard W. Wichmann, Jr.
x Shirley S. Wichmann [SEAL]
Shirley S. Wichmann

STATE OF OHIO
COUNTY OF LUCAS

Personally appeared before me Pamela S. Coale, Shirley S. Wichmann, and Jean M. Lochotzki, witnesses by whom he saw the within-named Leonard W. Wichmann, Jr. sign, seal, and as witness by whom he saw the within-named Pamela S. Coale act and deed deliver the within written Mortgage, and that deponent, with Jean M. Lochotzki, witnessed execution thereof.

SWORN to and subscribed before me this 28th day of October, 1980, Shirley S. Wichmann

Jean M. Lochotzki
Notary Public LOCHOTZKI
Notary Public - State of Ohio
My Commission Expires August 7, 1982
STATE OF SOUTH CAROLINA
COUNTY OF

RENUNCIATION OF DOWER

I, JEAN M. LOCHOTZKI, a Notary Public in and for ^{OHIO} ~~South Carolina~~, do hereby certify unto all whom it may concern that Mrs. SHIRLEY S. WICHMANN, the wife of the within-named SHIRLEY S. WICHMANN, 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 United States of America, its successors and assigns, all her interest and estate, and also her right, title, and claim of dower of, in, or to all and singular the premises within mentioned and released.

Shirley S. Wichmann [SEAL]

GIVEN under my hand and seal, this 28th day of October, 1980.

Jean M. Lochotzki
Notary Public
JEAN M. LOCHOTZKI
Notary Public - State of Ohio
My Commission Expires August 7, 1982

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