200x1537 PASE539

prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or

abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those pass 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 

| Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if an 23. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.   | ny.                     |
|---|-------------------------|
| In Witness Whereof, Borrower has executed this Mortgage.  |                         |
| Signed, sealed and delivered in the presence of:  |                         |
| make present of   |                         |
| Gerry O. Sims   | (Seal) —Borrower        |
| Helseen a. Cooper   | (Seal)<br>—Borrower     |
| STATE OF SOUTH CAROLINA, GREENVILLE   |                         |
| Before me personally appeared. Rebecca A. Cooper and made oath that she within named Borrower sign, seal, and as his act and deed, deliver the within written Mortgashe with Melvin K. Younts witnessed the execution thereof.  | saw the<br>ge; and that |
| Sworn before methis, 318t day of March 19.81.   | •                       |
| (Seal) Televen a Coo  | Ren :                   |
| Notary Public for South Carolina my commission expires: 10-30-90  | ount.                   |
| STATE OF SOUTH CAROLINA, GREENVILLE   | · A                     |
| I, Melvin K. Younts , a Notary Public, do hereby certify unto all whom it may of Mrs. Betty Jo. Sims the wife of the within named . Jerry O Sims  | concern that            |
| 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 relinquish unto the within named. United Federal Savings & Loan., its Successors and her interest and estate, and also all her right and claim of Dower, of, in or to all and singular the pre- | Assigns, all 📉          |
| mentioned and released.   |                         |
| Given under my Hand and Seal, this 31st day of March  | , 19.81. o              |
| My comandest by expires: 10-30-90  Retty lo Sims  | ആ                       |
| (Space Below This Line Reserved For Lender and Recorder)  |                         |
|   |                         |
| DERIVATION CONT.  Sims Mostella having deeded to Mortgagor her 1/6 interest in said property by the country in Deed Vo  | y Deed 🙀                |
| recorded October 20, 1980 in the RMC Office for Greenville County in Deed Vo<br>1135 at Page 770, giving the Mortgagor herein a total of two-thirds (2/3) in  | iterest                 |
| in the mortgaged premises.  | H                       |
|   |                         |

YOUNTS, GROSS, GAULT & SMITH

28193

-RECORDE: APR 7 1981 at :4:05 P.M.