

option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, and costs of documentary evidence, abstracts and title reports, all of which shall be additional sums secured by this Mortgage.

**16. Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right, at the option of the Lender, to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note 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 15 hereof, including, but not limited to, reasonable attorneys' 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.

**17. 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 15 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 15 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 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 attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

**18. Release.** This Mortgage shall remain an open mortgage of record to secure future advances even in the event all sums secured by this Mortgage may be fully paid at any one time; however, upon written request of the Borrower, Lender will cause the Note and this Mortgage to be released and cancelled of record upon full payment of all sums secured by this Mortgage by the Borrower and compliance by Borrower with all other terms of this Note and this Mortgage. In such event and upon such cancellation of the Mortgage of record, this Mortgage shall become null and void. Such release shall be without charge to the Borrower; however, Borrower shall pay all costs of recordation, if any, and all documentary stamps due on any notes or instruments evidencing future advances secured by this Mortgage.

**19. Waiver of Homestead.** Borrower hereby waives all rights of homestead exemption in the Property.

**20. Waiver of Right of Appraisal.** Borrower hereby waives the right to assert any statute providing appraisal rights which may reduce any deficiency judgment obtained by Lender against Borrower in the event of foreclosure under this Mortgage.

**21. Future Advances.** Upon request of Borrower and prior to release of this Mortgage as provided above, Lender shall make future advances to the Borrower pursuant to the terms of the Note. Such future advances, with interest thereon, shall be secured by this Mortgage when advanced pursuant to the terms and conditions of the Note. At no time shall the principal amount of the indebtedness secured by this Mortgage, excluding sums advanced in accordance herewith to protect the security of this Mortgage, exceed at any one time the total amount of \$10,000.00.

lots N. 5-33 E. 119.4 feet to an iron pin; thence continuing with the line of said lots N. 16-27 W. 125.7 feet to an iron pin on the southeastern side of Old Easley Bridge Road; thence with the southeastern side of said road S. 54-23 W. 94.7 feet to the point of beginning.

This is the same property conveyed to the Mortgagor by deed dated February 17, 1969 from Ruby O. Cordell and recorded in the RMC Office for Greenville County on February 19, 1969 in Deed Book 862 at page 313.

ALSO, ALL that lot of land in the County of Greenville, State of South Carolina, and lying at the southwest corner of Easley Bridge Road and Curtis Street shown on Greenville County Block Book sheet 242.1 block 1 lot 12, and being more particularly described as follows:

BEGINNING at the southwest corner of the intersection of Easley Bridge Road and Curtis Street, center of right of way to Duke Power Company, and running thence almost due south with the center of said right of way approximately 310 feet more or less to line of lot #13; thence with the line of said lot almost due west 50 feet more or less to corner of lot #11; thence almost due north with the line of said lot 293.6 feet to a point on the south side of Easley Bridge Road; thence with the south side of said Road in a northeast direction, approximately 53 feet to the beginning corner.

This is the same property conveyed to Mortgagor by deed of Ruby O. Cordell, dated April 20, 1979 and recorded in the RMC Office for Greenville County on April 26, 1979 in Deed Book 1101 at Page 297.

ALSO, ALL that lot of land in the County of Greenville, State of South Carolina, on the western side of Curtis Street, near the City of Greenville, and being a portion of lot 128 and 129 of Map 4, Camilla Park, recorded in plat Book M at Page 117, and according to a more recent survey made by J. C. Hill, described as follows:

BEGINNING at an iron pin on the western side of Curtis Street 432.5 feet south from Old Easley Bridge Road and running thence with the western side of said street, S. 2-09 W., 70.9 feet to an iron pin on the line of lot 125; thence with the line of said lot N. 89-09 W., 215.1 feet to an iron pin; thence N. 0-26 E., 70.1 feet to an iron pin; thence S. 89-15 E., 210.7 feet to the point of beginning.

This is the same property conveyed to Mortgagor by deed of James O. Medlin, Jr., dated April 21, 1961 and recorded in the RMC Office for Greenville County on April 21, 1961 in Deed Book 672 at Page 278.

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