

1343-997

14. That in the event the mortgage shall be foreclosed, the Mortgagor agrees to pay to the State of South Carolina, \$15.88 through 15.961 of the 1972 Code of Laws of North Carolina as provided in the original instrument.

THE MORTGAGEE COVENANTS AND AGREES AS FOLLOWS:

1. That should the Mortgagor prepay a portion of the indebtedness secured by this mortgage, the Mortgagor shall make a payment or payments as required by the original promissory note or other instrument, or at such time as the principal amount of payment(s) made as possible, provided that the principal debt will not be held after all payments.

2. That the Mortgagor shall hold and keep the above described property subject to the terms and conditions of this mortgage, and so long as the title to the property is held by the Mortgagor, the Mortgagor shall not make any assignments of this mortgage, and it is the true intent of this instrument that if the Mortgagor sells the property, the title to the property, the covenants of this mortgage, and all the rights and benefits of the Mortgagor under this instrument shall remain with the new owner to full force and virtue.

It is mutually agreed that if there is a default in any of the terms and conditions contained in the original instrument of the date executed hereby, then at the option of the Mortgagor, all sums then owing by the Mortgagor to the Mortgagor shall become immediately due and payable and this instrument may be foreclosed. Should any legal proceedings be instituted for the recovery of the principal of and interest payable on this mortgage, the costs of the proceedings, including attorney's fees, shall be paid by the Mortgagor, because a party to the suit instituting this Mortgage, and the title to the property, less than one-half of the debt so incurred by the Mortgagor or six parts thereof be placed in the hands of a court of law, the same to be paid by the Mortgagor, otherwise all costs and expenses incurred by the Mortgagor, shall be separately assessed for, shall then bear the burden and payable immediately or on demand, at the option of the Mortgagor, as a part of the debt so incurred, and may be recovered and collected hereunder.

It is further agreed that the covenants herein contained shall bind and the benefits and advantages shall accrue to the respective heirs, executors, administrators, successors, grantees, and assigns of the parties hereto. Wherever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the hand and seal of the Mortgagor this 14th day of July 1975

Signed, sealed and delivered in the presence of:

Thomas C. Brissey
Kathy H. Brussey

(SEAL)
James R. Henderson, Jr.
(SEAL)

(SEAL)
Donna M. Henderson
(SEAL)

**State of South Carolina
COUNTY OF GREENVILLE**

PROBATE

PERSONALLY appeared before me

Kathy H. Brissey

and made oath that

I do see the within named James R. Henderson, Jr. and Donna M. Henderson

sign, seal and as their act and deed deliver the within written mortgage, for and that I be with

Thomas C. Brissey

witnessed the execution thereof

SWORN to before me this the

14th

day of July

A.D. 1975

(SEAL)
Notary Public for South Carolina

My Commission Expires

4/7/79.

Kathy H. Brussey

**State of South Carolina
COUNTY OF GREENVILLE**

RENUNCIATION OF DOWER

1. Thomas C. Brissey

, a Notary Public for South Carolina, do

hereby certify unto all whom it may concern that Mrs. Donna M. Henderson

the wife of the within named

James R. Henderson, 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 or persons whatsoever, renounce, release, and forever relinquish unto the within named Mortgagor, 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 unto my hand and seal this

14th

day of July

A.D. 1975

(SEAL)
Notary Public for South Carolina

My Commission Expires

4/7/79.

Donna M. Henderson