

14. That in the event this mortgage should be foreclosed, the Mortgagor expressly waives the provisions of Sections 45-88 through 45-961 of the 1962 Code of Laws of South Carolina as amended or any other present laws.

#### THE MORTGAGEE COVENANTS AND AGREES AS FOLLOWS:

1. That should the Mortgagor pay up a portion of the indebtedness secured by this mortgage and subsequently fail to make a payment or payments as required by the above and previous covenants, such payment(s) shall be applied toward the unpaid payment or payments insofar as possible, in order that the principal debt will not be held due to fully paid up.

2. That the Mortgagor shall hold and enjoy the above described premises until there is a default under this mortgage or the note secured hereby, and it is the true meaning of this instrument that if the Mortgagor shall at any time fail to fulfill the terms, conditions and covenants of this mortgage and of the note secured hereby, that then this note and all rights shall be null and void otherwise to remain in full force and virtue.

It is mutually agreed that if there is a default in any of the terms and/or covenants of this mortgage or of the note secured 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 mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this mortgage or should the Mortgagor become a party to any suit involving this Mortgage or the title to the property described herein, or should the debt secured hereby or any part thereof be placed in the hands of a attorney at law for collection, it is agreed otherwise, all costs and expenses incurred by the Mortgagor and a reasonable attorney's fee shall then upon demand be due and payable immediately or on demand, at the option of the Mortgagor, as a part of the debt secured hereby and may be recovered and collected hereunder.

It is further agreed that the covenants herein contained shall bind, and the benefits and advantages shall move to, the respective heirs, executors, administrators, successors, grantees, and assigns of the parties hereto. Whenever 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

15

day of

July

, 19 75

Signed, sealed and delivered in the presence of:

*William B. James*

*Robert W. Kendall* (SEAL)

*Gail C. Kendall* (SEAL)

(SEAL)

(SEAL)

State of South Carolina  
COUNTY OF GREENVILLE

PROBATE

PERSONALLY appeared before me Theresa M. Alexander and made oath that  
s he saw the within named Robert W. Kendall and Gail C. Kendall ---

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

B. James

witnessed the execution thereof.

SWORN to before me this the 15

day of July

A. D. 19 75

*William B. James* (SEAL)  
Notary Public for South Carolina

My Commission Expires June 13, 1979.

State of South Carolina  
COUNTY OF GREENVILLE

RENUNCIATION OF DOWER

I, William B. James

, a Notary Public for South Carolina, do

hereby certify unto all whom it may concern that Mrs. Gail C. Kendall

the wife of the within named Robert W. Kendall 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

15

day of July

A. D. 19 75

*William B. James* (SEAL)  
Notary Public for South Carolina

My Commission Expires June 13, 1979.

APPROVED JULY 16 1975 AT 11:50 A.M.

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