

124-112

14. That in the event this mortgage should be foreclosed, the Mortgagor agrees to waive the benefits of Sections 45-88 through 45-961 of the 1962 Cycle of Laws of South Carolina, as amended, or any other pertinent laws.

THE MORTGAGEE COVENANTS AND AGREES AS FOLLOWS:

1. That should the Mortgagor prepay a portion of the indebtedness secured by this instrument, and subsequently fail to make a payment or payments as required by the original promissory note, any such prepayment may be applied first of the prepaid payment or payments, insofar as possible, in order that the principal debt will not be held current by dividends.

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 fail to perform all the terms, covenants and conditions of this mortgage and of the note secured hereby, that then this mortgage shall be void 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, conditions or covenants of this mortgage or of the note secured hereby, then, at the option of the Mortgagee, all sums then owing by the Mortgagor to the Mortgagee shall become immediately due and payable and this mortgage may be foreclosed. Should legal proceedings be instituted for the foreclosure of this mortgage, or should the Mortgagee become a party to any suit involving the Mortgagor or the title to the premises described herein, or should the debt secured hereby or any part thereof be placed in the hands of an attorney at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagee and a reasonable attorney fee shall then again become due and payable immediately or on demand, at the option of the Mortgagee, as a part of the debt secured thereby, 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 18th day of July, 1975.

Signed, sealed and delivered in the presence of:

William E. Smith, Ltd.

William E. Smith

WM. E. SMITH, LTD. (SEAL)

By: *William E. Smith* (SEAL)
William E. Smith
(SEAL)

(SEAL)

State of South Carolina }
COUNTY OF GREENVILLE }
PROBATE

PERSONALLY appeared before me Shirley R. Jameson and made oath that

I, being the within named WM. E. Smith, Ltd. by its duly authorized officer,

William E. Smith

sign, seal and as its act and deed deliver the within written mortgage deed, and that she with

C. Timothy Sullivan witnessed the execution thereof.

SWORN to before me this 18th
day of July, A.D. 1975

Notary Public for South Carolina
(SEAL)
My Commission Expires 8/28/78

State of South Carolina }
COUNTY OF GREENVILLE }
NOT NECESSARY - CORPORATE MORTGAGOR
RENUNCIATION OF DOWER

I, a Notary Public for South Carolina, do

hereby certify unto all whom it may concern that Mrs.

the wife of the within named
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, bind and负擔 all persons or persons whatsoever, present, release and forever relinquish unto the
within named Mortgagee, 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
day of _____, A.D. 19

Notary Public for South Carolina
(SEAL)
My Commission Expires

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RECORDED JUL 18 '75 2:07 P.M. 36

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