

BOOK 1345 PAGE 363

(5) Should said property or any part thereof be taken or damaged by reason of any public improvement, or by fire, flood, earthquake, or in any other manner, Mortgagee shall be entitled to all compensation, awards, damages, rights of action and proceeds therefrom, and the right to commence, appear in and prosecute in its own name any action or proceedings for recovery of such compensation, awards, damages, rights of action and proceeds therefrom, all its expenses, including attorney's fees apply the same as provided above for insurance loss proceeds. Mortgagee agrees to execute and assign all assignments of any compensation, award, damages, and the rights of action and proceeds as Mortgagee may require.

(6) Mortgagee shall be subrogated to the lien of any and all prior encumbrances, liens or charges paid and to be paid from the proceeds of the loan hereby secured, and even though said prior liens have been released of record, the repayment of said indebtedness shall be secured by such liens on the portions of said premises affected thereby to the extent of such payments, respectively.

(7) Whenever, by the terms of this instrument or of said Promissory Note Mortgagee is given any option, such option may be exercised when the right accrues or at any time thereafter, and no acceptance by Mortgagee of payment of indebtedness in default shall constitute a waiver of any default then existing and continuing or thereafter accruing.

(8) If Mortgagor shall pay said note at the time and in the manner aforesaid and shall abide by, comply with and fully perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgagee will, within the statutory period after written demand therefor by Mortgagor, execute a release or satisfaction of this Mortgage.

(9) Notwithstanding anything in this Mortgage or the Promissory Note secured hereby to the contrary, neither this Mortgage nor said Promissory Note shall be deemed to impose on the Mortgagor any obligation of payment, except to the extent that the same may be legally enforceable, and any provision to the contrary shall be of no force or effect.

(10) All Mortgagors shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained and in said promissory note.

(11) If any of the undersigned is a married woman, she represents and warrants that this instrument has been executed in her behalf, and that she has not executed the same as surety for another.

(12) Each of us, whether Principal, Surety, Guarantor, Endorser, or other party hereto, hereby waives and renounces, each for himself and family, any and all homestead or exemption rights either of us have under or by virtue of the Constitution or Laws of any State, or of the United States, as against this debt or any renewal thereof, and any security agreement taken to secure this note or any renewal thereof, and the undersigned, and each Surety, Endorser, Guarantor, or other party to this note, transfers, conveys and assigns to the Holder hereof, a sufficient amount of any homestead or exemption that may be allowed to the undersigned, or either of them, including such homestead or exemption as may be set apart in bankruptcy, to the extent permitted by law.

WITNESS THE MORTGAGOR'S hand and seal, this 22<sup>nd</sup> day of May 1975

Signed, sealed and delivered in the presence of

(b) Judy D. Parton Witness

(c) Barbara R. Hawkins Witness

Harlon W. Bolding Mortgagor-Borrower (d S)

Sharon F. Bolding Mortgagor-Borrower (d S)

Witness Mortgagor-Borrower (d S)

STATE OF NORTH CAROLINA

COUNTY OF Rutherford

PERSONALLY APPEARED BEFORE ME

and made oath that she is the within named Harlon W. Bolding and Sharon F. Bolding sign, seal and as

his (her) act and deed deliver the within written Mortgage and that he (she) witnessed the execution thereof

Sworn to before me this 22<sup>nd</sup> day of May 1975

Barbara J. Millwood Notary Public for South Carolina

Judy D. Parton 1st Witness

Barbara R. Hawkins 2nd Witness

My Commission expires March 23, 1976

STATE OF NORTH CAROLINA

COUNTY OF Rutherford

I, Barbara J. Millwood a Notary Public for North Carolina do hereby

certify unto all whom it may concern that Mrs. Sharon F. Bolding the wife of the within

named Harlon W. Bolding and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, duress or threat of any person or persons whomsoever, renounce, release, and forever

relinquish unto the within named Avco Financial Services 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 under my hand and seal this 22<sup>nd</sup> day of May 1975

Barbara J. Millwood Notary Public for South Carolina

Sharon F. Bolding Wife's Signature

My Commission expires March 23, 1976

Barbara J. Millwood RECORDED AUG 4 '75 At 3:27 P.M. # 3043

Type Name

Recording Fee \$ 2,268.00

State of South Carolina

County of Greenville

Recorded Signature

Page Number 361

Mortgage Record Number Book 1345

Time 3:27 PM

Month August Day 4th Year 1975

Received for Recording

County of Rutherford

From Harlon W. Bolding and Sharon F. Bolding

To Avco Mortgage Corporation

Document Day

Notary Public

PAID \$3.00

MORTGAGE

X 3043

Pt Lots 42, 43, 58 & 59 Dumont Ave., Sec 1, Rockvale

4328 RV.2