

14. That in the event that no trustee shall be found, the Mortgagor agrees to pay the benefits of Sections 45-58 through 45-96 of the 1962 Code of Laws of South Carolina as amended or any other subsequent laws.

THE MORTGAGOR COVENANTS AND AGREES AS FOLLOWS:

1. That should the Mortgagor prepay a portion of the indebtedness secured by this mortgage and subsequently fail to make a payment or payments as required by the above-mentioned note and such prepayment is a breach of the same and the cost of payment or payment as regular as possible, in order that the principal debt will not be held unreasonably long.

2. That the Mortgagor shall hold and enjoy the above described premises until the date of maturity of the note secured hereby, and it is the true meaning of this instrument that if the Mortgagor shall fail to pay all the terms, covenants and conditions of this instrument and of the note secured hereby, that then this instrument shall be wholly 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, covenants or conditions of this mortgage or of the note secured hereby, then at the option of the Mortgagor, all sums thereafter owing by the Mortgagor to the Mortgagor shall become immediately due and payable and this instrument may be foreclosed. Should any legal process be instituted for the recovery of this instrument or should the Mortgagor become a party to any suit involving this 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 Mortgagor, and a reasonable attorney fee, shall then upon becoming due and payable immediately, or on demand, at the option of the Mortgagor, 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. 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 12th day of August, 1975.

Signed, sealed and delivered in the presence of:

S. Gray Walsh

Notary Public for South Carolina

FRANKLIN ENTERPRISES, INC.

By: *S. Gray Walsh* (SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina
COUNTY OF GREENVILLE

PROBATE

PERSONALLY appeared before me

Lyn Pressley

and made oath that

I, the Notary Public, do

swear the within named

Franklin Enterprises, Inc.

such seal and as its act and deed deliver the within written mortgage bond, and that S. Gray Walsh

S. Gray Walsh

witnessed the execution thereof.

SWORN to before me that the

12th

day of August, A.D. 1975

(SEAL)

S. Gray Walsh
Notary Public for South Carolina

My Commission Expires 9/2/79

State of South Carolina
COUNTY OF GREENVILLE

RENUCNIATION OF DOWER

(NOT NECESSARY)

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, threat or fear of any person or persons, whomsoever, renounce, release and forever relinquish unto the within named Mortgagor, its successors and assigns, all her right 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

(SEAL)

Notary Public for South Carolina

My Commission Expires

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