14. That in the event this mostgage should be foreclosed, the Mostgagor expressly waives the benefits of Sections 45-58 through 45-96.1 of the 1962 Code of Laws of South Carolina, as amended, or any other appraisement laws

## THE MORTGAGEE COVENANTS AND AGREES AS FOLLOWS:

- 1. That should the Mortgagor prepay a poetion of the indebtedness secured by this mortgage and subsequently fail to make a payment or payments as required by the aforesaid promissory note, any such prepayment may be applied toward the missed payment or payments, insofar as possible, in order that the principal debt will not be held contractually delirquent.
- 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 fully perform all the terms conshitions, and coverants of this mortgage, and of the note secured hereby, that then this mortgage shall be utterly rull and word otherwise to remain in full force and virtue.

It is mutually agreed that if there is a default in any of the terms, constitions or consenants of this mortgage, or of the note secured hereby, then, at the option of the Mortgagee, all suns then owing by the Mortgagor to the Mortgagee shall become immediately due and payable and this mortgage may be foreclosed. Should any legal proceedings he instituted for the foreclosure of this mortgage, or should the Mortgagee become a party to any suit involving this Mortgage 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's fee-shall thereupon 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 henefits and advantages shall inure to, the respective heirs, executors, administrators, successors, grantees, and assigns of the parties hereto. Wherever used, the singular shall include the plural the singular, and the use of any gender shall be applicable to all genders.

May WITNESS the hand and seal of the Mortgagor, this Signed, sealed and delivered in the presence of: Schaloth IX. Hura COTHRAN & DARBY BUILDERS, INC. (SEAL) ....(SEAL) . ... (SEAL) State of South Carolina PROBATE COUNTY OF GREENVILLE Elizabeth Alewine PERSONALLY appeared before me

be saw the within named John C. Cothran, Vice President of Cothran & Darby Builders, Inc.

act and deed deliver the within written mortgage deed, and that S he with the other his sign, seal and as

witness subscribed above

witnessed the execution thereof.

May

A. D. 19 76

Lougheth YH. Alemine

Seal of Notary Poldic for South Caredina

Office of South Caredina

Office of South Caredina

Office of South Caredina SWORN to before me this the 9/16/85 My Commission Expires

(NOT NECESSARY) RENUNCIATION OF DOWER

State of South Carolina COUNTY OF GREENVILLE

My Commission Expires

, a Notary Public for South Carchina, do

hereby certify unto all whom it may concern that Mrs.

the wife of the within round. 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 my person or persons whomsower, renounce, release and forever relinquish unto the within named Meetrages, its successors and assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all

GIVEN automy hard and seal, this , A. D., 19 day of Notary Public for South Carolina

RECORDED MAY 10'76

At 10:48 A.M.

**28368** 

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