

and to collect and enforce the rights of the Mortgagor in Borrower, and to do all things necessary to protect the interest of the Mortgagor in the Note and in the Property, including the enforcement of the covenants and agreements of Borrower contained in the Mortgage and in actions by Lender in enforcement of the covenants and agreements of Borrower contained in the Mortgage, and in actions by Lender's remedies as provided in paragraph 18 hereof, including but not limited to removal of attorney's fees and costs Borrower takes, such action as Lender may reasonably require to assure that the terms of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the same secured by this Mortgage, shall continue unimpeded. Upon such payment and cure by Borrower, this Mortgage and the obligations created hereby, shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver. As additional security herein set forth, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall prior to acceleration under paragraph 18 hereof or abandonment of the Property have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of, and manage the Property, and to collect the rents of the Property, including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including but not limited to receiver's fees, premiums on receiver's bonds, and reasonable attorney's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus \$50.00.

22. Release. Upon payment of all sums secured by this Mortgage, this Mortgage shall become null and void, and Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

IN WITNESS WHEREOF, Borrower has executed this Mortgage

Signed, sealed and delivered
in the presence of

✓ Elizabeth C. Burgess *✓ Gary Lee Tirms Jr.* (Seal)
✓ Randolph Smith *✓ Shelby Jean Tirms* (Seal)

Greenville

STATE OF SOUTH CAROLINA, County ss:

Before me personally appeared **Elizabeth C. Burgess**, and made oath that she saw the within named Borrower sign, seal, and as their act and deed, deliver the within written Mortgage, and that she, with Lynn S. Jordon, witnessed the execution thereof.
Sworn before me this 19 day of July, 1983.

✓ Randolph Smith (Seal) *✓ Elizabeth C. Burgess*
My COMMISSION EXPIRES 2-23-1983

STATE OF SOUTH CAROLINA, Greenville, County ss:

I, L. L. Randolph Smith, Jr., a Notary Public, do hereby certify unto all whom it may concern that Mrs. **Shelby Jean Tirms**, the wife of the within named **Gary Lee Tirms**, 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 whatsoever, renounce, release and forever relinquish unto the within named **American Federal**, its Successors and Assigns, all her interest and estate, and also all her right and claim of Owner, of, in or to all land singular the premises within mentioned and released.

Given under my Hand and Seal this 19th day of July, 1983.

✓ Randolph Smith (Seal) *✓ Shelby Jean Tirms*

My COMMISSION EXPIRES 2-23-1983

SEARCHED INDEXED SERIALIZED FILED FOR RECORD

Recorded August 24, 1983 at 10:00 A.M.

1622-2-198

SEARCHED	INDEXED	SERIALIZED	FILED
8/24/83	8/24/83	8/24/83	8/24/83
RECORDED	INDEXED	SERIALIZED	FILED
8/24/83	8/24/83	8/24/83	8/24/83

R.M.C. for G. Co. & C.

SEARCHED INDEXED SERIALIZED FILED FOR RECORD
Lent 57 Gardella Dr.
Cedar Lane Gardena
8/24/83 2:20 PM



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