4328 RV.2

prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. **Assignment of Rents; Appointment of Receiver.** As additional security hereunder, 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 US $ -0-.

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.** Subject to future advances all right of homestead exemption in the Property is hereby waived.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

FILED
JUL 1 1982
Patricia S. Tankersley
PMUC

JUL 1 1982

Signed, sealed and delivered in the presence of:

Judy R.

Gail H. Ellenburg

Barbara Frushour Martin (Seal) —Borrower

Barbara Frushour Martin

David Lindsay (Seal) —Borrower

STATE OF SOUTH CAROLINA, Greenville County ss:

Before me personally appeared

Given under my Hand and Seal, this day of , 19

(Seal)

Notary Public for South Carolina

RECORDED SEP 8 1981 at 2:37 P.M.

HILL WYATT AND BANNISTER
Post Office Box 2589 SEP 8 1981
Greenville, S.C. 29602

State of South Carolina

COUNTY OF GREENVILLE

62257

BARBARA FRUSHOUR MARTIN

SATISFIED AND CANCELLED OF RECORD

DAY OF

AT 10:30 O'CLOCK A.M. NO. 1551

TO

HOME SAVINGS & LOAN ASSOCIATION

EASLEY, SOUTH CAROLINA

Mortgage of Real Estate

Filed this 8th day

of Sep. A.D., 19 81

and recorded in Vol. 1552 Page 95

at 2:37 P.M.

Fee, $

Register of Mesne Conveyance

For Greenville County S. C.

at 12:30 o'clock P.M.

Lot E. Perry Rd

Paris Mt. Twp

818

0 81