

(5) Should said property or any part thereof be taken or damaged by reason of any public improvements or condemnation proceeding, or damaged by fire, or earthquake, or in any other manner, Mortgagor shall be entitled to all compensation, awards, and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name, any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds are hereby assigned to Mortgagor who may, after deducting therefrom all its expenses, including attorney's fees, apply the same as provided above for insurance loss proceeds. Mortgagor agrees to execute such further assignments of any compensation, award, damages, and the rights of action and proceeds as Mortgagor may require.

(6) Mortgagor shall be subrogated to the lien of any and all prior encumbrances, liens or charges paid and discharged from the proceeds of the loans 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 portions of land premises affected thereby to the extent of such payments, respectively.

(7) Whenever, by the terms of this instrument or of said Promissory Note, Mortgagor is given any option, such option may be exercised when the right accrues or at any time thereafter, and no acceptance by Mortgagor 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 duly perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgagor 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 surely 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 3rd day of July 1972

Signed, sealed and delivered in the presence of

(1) *Bobby K. Slagle* Witness
(2) *David Wilson* Witness

Bobby K. Slagle
Peggy Slagle

John M. Fogle
Mortgagor Borrower
B.S.
Bobby K. Slagle
Mortgagor Borrower
B.S.
David Wilson
Mortgagor Borrower
B.S.

STATE OF SOUTH CAROLINA

COUNTY OF Spartanburg

PERSONALLY APPEARED BEFORE ME,

and made oath that he saw the within named
bit (her) act and deed deliver the within written Mortgage and that
witnessed the execution thereof.

Sworn to before me this 3rd day of July A.D. 1972
Notary Public for South Carolina (SEAL)

John M. Fogle

1st Witness
Bobby K. Slagle
Peggy Slagle
Mortgagors

John M. Fogle
1st Witness
Bobby K. Slagle
Peggy Slagle
Mortgagors
John M. Fogle
2nd Witness
David Wilson
3rd Witness
David Wilson

Joan O. Belcher
Type Name

My Commission expires Nov. 22, 1981

STATE OF SOUTH CAROLINA

COUNTY OF Spartanburg

RENEWAL OF POWER

I, Joan O. Belcher, Notary Public for South Carolina, do hereby

certify unto the Honorable Governor of the State of South Carolina, that I am the wife of the undersigned
named **Bobby K. Slagle**, and that the above instrument was executed privately and separately from me,
by me, and declare that she does freely, voluntarily and without any compulsion, dread of punishment, or personal pecuniary advantage, renounces, releases, and forever
relinquishes unto the within named, all her interest and estate, and also all her right and claim of dominion of, in or to all and singular the premises within mentioned and referred.

Given under my hand and seal this 3rd day of July A.D. 1972
Notary Public for South Carolina (SEAL)

John O. Belcher
Wife Signature
My Commission expires Nov. 22, 1981

Joan O. Belcher
Type Name

Recorded July 10, 1972 at 11:00 A. M., #679

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