14. That in the event this mortgage should be foreclosed, the Mortgagor expressly waives the 1 refits of Sections 45-88 through 45-96.1 of the 1962 Code of Laws of South Carolina, as amended, or any other approximant laws.

## THE MORTGAGEE COVENANTS AND AGREES AS FOLLOWS

- 1. That should the Mortgagor prepay a portion of the indebtedness secured by this neutrage 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 deliminent.
- 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 conditions, and coverants of this mortgage, and of the note secured hereby, that then this mortgage shall be atterly null and void, etherwise to remain in full force and virtue.

It is mutually agreed that if there is a default in any of the terms conclitions or covenants of this mortgage or of the note secured hereby, then, at the option of the Mortgagee, all sums then owing by the Mortgager to the Mortgagee shall become immediately due and payable and this mortgage may be foreclosed. Should any legal proceedings be 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 hards of an attorney at Lov tor 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 benefits 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 plural the singular, and the use of any gender shall be applicable to all genders.

day of

WITNESS the hand and seal of the Mortgagor, this

February

, 1978

Signed, sealed and delivered in the presence of:

Jundalan Secreta

B. SHOFFNER

(SEAL)

(SEAL)

State of South Carolina COUNTY OF GREENVILLE

**PROBATE** 

PERSONALLY appeared before me

John M. Dillard

act and deed deliver the within written mortgage deed, and that

and made oath that

he saw the within named

Kenneth E. Shoffner and Lynn B. Shoffner

Linda D. Forrester

their

witnessed the execution thereof.

SWORN to before me this the

day of

, A. D. 19 78 February turney by bearing Notary Public for South Carolina

SUMMA hun

My Commission Expires

sign, seal and as

8/4/79

State of South Carolina COUNTY OF GREENVILLE

RENUNCIATION OF DOWER

Linda D. Forrester 1,

, a Notary Public for South Carolina, do

he with

hereby certify unto all whom it may concern that Mrs.

Lynn B. Shoffner

Kenneth E. Shoffner 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 dread or fear of any person or persons whomsoever renounce release and forever relinquish unto the within named Mortgagee its successors and assigns, all her interest 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 scal, this

February

Notary Public for South Carolina 8/4/79 My Commission Expires

Page 3

7-70

At 10:32 A.M.