

4. That if default be made in the performance of any of the terms hereof, or if any of said rental or other sums be not paid to Association when due, Association, at its election, may declare the entire remaining unpaid principal and interest of any obligation or indebtedness then remaining unpaid to Association to be due and payable forthwith.

5. If undersigned fails to perform the covenants and agreements contained in this instrument, or if any action or proceeding is commenced which affects the property or title thereto or the interest of the Lender therein, then Lender, at Lender's option, may make such appearances, disburse such sums and take such action as Lender deems necessary to protect Lender's interest, including, but not limited to, disbursement of attorney's fees, and undersigned shall reimburse the Association for such expenses within 30 days after notice of same has been sent to the undersigned.

6. In the event of any default in the payment of this account, the undersigned agrees to pay all reasonable costs and expenses of collection, including, but not limited to, a reasonable attorney's fee of not less than 15% of the amount due.

7. That the Association may and is hereby authorized and permitted to cause this instrument to be recorded at such time and in such places as Association, in its discretion, may elect.

8. Upon payment of all indebtedness of the undersigned to the Association, this agreement shall be and become void and of no effect and until then it shall apply to and bind the undersigned, their heirs, legatees, devisees, administrators, executors, successors and assigns, and inure to the benefit of Bank and its successors and assigns. The affidavit of any officer or department manager of Association showing any part of said indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this agreement and any person may and is hereby authorized to rely thereon.

WITNESS Mary Francis Hayes X Mary C. Gaddy  
 WITNESS J. Trus Hayes, Jr. X Rupert R. Gaddy, Jr.  
 Dated at: 8-3-82

\_\_\_\_\_  
 Date

STATE OF SOUTH CAROLINA ) PROBATE  
 COUNTY OF Dillon )

PERSONALLY appeared before me Mary Francis Hayes who, after being duly sworn, says that she saw the within-named Mary C. Gaddy & Rupert R. Gaddy, Jr. sign, seal, and as (his) (her) (their) act and deed deliver the within written instrument of writing, and that deponent with J. Trus Hayes, Jr. witnessed the execution thereof.

Subscribed and sworn to before me this 3rd day of August, ~~1982~~ 1982  
J. Trus Hayes, Jr. (L.S.)  
 Notary Public, State of South Carolina  
 My Commission expires 2-21-89

Mary Francis Hayes  
 (Witness)

RECORDED 'AUG 12 1982  
 at 10:30 A.M.

Filed for record in the office of  
 the R. M. C. for Greenville  
 county, S. C. at 10:30 o'clock  
 A. M. Aug. 12, 19 82  
 and recorded in Deed Book  
 1172 at page 115  
 R. M. C. for G. Co. S. C.

3676

AUG 12 1982  
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