

AND IT IS FURTHER AGREED, by and between the said parties, that should legal proceedings be instituted for the foreclosure of this mortgage, or for any purpose involving this mortgage, or should the debt hereby secured be placed in the hands of an attorney at law for collection, by suit or otherwise, that all costs and expenses incurred by the mortgagee, **Termpplan Inc.**

or assigns, including a reasonable counsel fee (of not less than ten per cent. of the amount involved) shall thereupon become due and payable as a part of the debt secured hereby, and may be recovered and collected hereunder.

PROVIDED, ALWAYS, and it is the true intent and meaning of the parties to these Presents, that when the said mortgagor, their heirs, executors or administrators shall pay, or cause to be paid unto the said mortgagee, certain attorneys

or assigns, the said debt, with the interest thereon, if any shall be due, and also all sums of money paid by the said mortgagee **Termpplan Inc.** or assigns, according to the conditions and agreements of the said note, and of this mortgage and shall perform all the obligations according to the true intent and meaning of the said note and mortgage, and the conditions thereunder written, then this Deed of Bargain and Sale shall cease, determine and be void, otherwise it shall remain in full force and virtue.

AND IT IS LASTLY AGREED, by and between the said parties, that the said mortgagor to hold and enjoy the said premises until default of payment shall be made.

WITNESS Hand and Seal, this 24th day of February in the year of our Lord

one thousand nine hundred and sixty nine and in the one hundred and year of the Sovereignty and Independence of the United States of America.

Signed, sealed and delivered in the presence of

[Signature]
Pat Haggerty
STATE OF SOUTH CAROLINA, County }
Gville

[Signature] (I. S.)
[Signature] (I.S.)

BEFORE ME personally appeared **F. E. Peterman**

and made oath that he saw the within named **James & Julia Durant**

sign, seal, and as **Their** act and deed, deliver the within written Deed; and that he with

witnessed the execution thereof.

Pat Haggerty
Sworn to before me, this 25

day of February A. D. 1969
[Signature] (L. S.)
Notary Public for South Carolina

[Signature]

STATE OF SOUTH CAROLINA, County }
Greenville

I, **James V. Lyda**
may concern, that Mrs. **Julia Durant**

a Notary Public, do hereby certify unto all whom it the wife of the within named

James Durant 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 **Termpplan, Inc**

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 under my Hand and Seal, this 25.
day of February A. D. 1969
[Signature] (L. S.)
Notary Public for South Carolina

[Signature]