

10. It is agreed that the Mortgagor shall hold and enjoy the premises above conveyed until there is a default under this mortgage or in the note secured hereby. It is the true meaning of this instrument that if the Mortgagor shall fully perform all the terms, conditions, and covenants of this mortgage, and of the note secured hereby, this mortgage shall be utterly null and void; otherwise to remain in full force and virtue. If there is a default in any of the terms, conditions or covenants of this mortgage, or of the note secured hereby, then, at the option of the Mortgagee, all sums then owing by the Mortgagor 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 hands of an attorney at law for 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 hereby, and may be recovered and collected hereunder.

11. THE BORROWER (s) agree (s) that the aforesaid rate of interest on this obligation may, from time to time, at the discretion of the Association, be increased to the maximum rate per annum permitted to be charged from time to time by applicable South Carolina Law. Any increase in the interest rate herein set forth shall take effect 30 days after written notice of such increase has been mailed to the obligor at his (her, its, their) last known address. During said 30 day period, the obligor shall have the privilege of paying the obligation in full without penalty. In the event the interest rate of this obligation is adjusted as provided herein, the installment payments provided hereinabove shall be increased so that this obligation will be paid in full in substantially the same time as would have occurred prior to such change in interest rate; however, should the term of the obligation be extended by reason of this adjustment, the makers, endorsers and their heirs, personal representatives, successors or assigns, shall remain obligated for the debt.

12. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS The Mortgagor(s) hand and seal this 19<sup>th</sup> day of September 1970

Signed, sealed, and delivered

in the presence of:

*Sam Resubert* (SEAL)  
*Lavonia Whelan* (SEAL)  
*Joseph E. Whelan, Jr.* (SEAL)  
*Margaret P. Whelan* (SEAL)  
 \_\_\_\_\_ (SEAL)  
 \_\_\_\_\_ (SEAL)  
 \_\_\_\_\_ (SEAL)  
 \_\_\_\_\_ (SEAL)  
 \_\_\_\_\_ (SEAL)

STATE OF SOUTH CAROLINA }  
 COUNTY OF GREENVILLE }

PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named mortgagor(s) sign, seal and as the mortgagor's(s)' act and deed deliver the within mortgage and that (s)he, with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this the 19<sup>th</sup> day of September, A. D., 1970  
*Lavonia Whelan* (SEAL)  
 Notary Public for South Carolina  
*Sam Resubert*  
 My commission expires 1-1-71

STATE OF SOUTH CAROLINA }  
 COUNTY OF GREENVILLE }

DOWER

I, the undersigned Notary Public, do hereby certify unto all whom it may concern, that the undersigned wife (wives) of the above named mortgagor(s) respectively, did this day appear before me, and each, 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 whomsoever, renounce, release and forever relinquish unto Travelers Rest Federal Savings & Loan Association, its successors and assigns, all her interest and estate, and all her right and claim of dower of, in and to all and singular the premises within mentioned and released.

GIVEN under my hand and seal this 19<sup>th</sup> day of September 1970  
*Lavonia Whelan* (SEAL)  
 Notary Public for South Carolina  
*Margaret P. Whelan*

My commission expires 1-1-71  
 Recorded Sept. 22, 1970 at 11:35 A. M., # 7026.