

acquittances for any such judgments or awards. The Mortgagee may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorneys' fees, on the indebtedness secured hereby in such manner as it deems, or, at its option, the entire amount or any part thereof so received may be released.

11. No delay by the Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder.

12. Without affecting the liability of the Mortgagor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, and without affecting the rights of the Mortgagee with respect to any security not expressly released in writing, the Mortgagee may, at any time and from time to time, either before or after the maturity of said note, and without notice or consent:

- (a) Release any person liable for payment of all or any part of the indebtedness or for performance of any obligation.
- (b) Make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof.
- (c) Exercise or refrain from exercising or waive any right the Mortgagee may have.
- (d) Accept additional security of any kind.
- (e) Release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the property herein described.

13. That the Mortgagee, its employees and representatives, shall have the right, at reasonable times and in a reasonable manner, to enter upon and inspect the above described property for the protection of its security.

14. In case the indebtedness secured hereby or any part thereof is collected by suit or action or this mortgage is foreclosed, or put into the hands of an attorney for collection, suit, action or foreclosure, Mortgagor shall be chargeable with all costs and expenses, including reasonable attorneys' fees, which shall be immediately due and payable and added to the mortgage indebtedness and secured hereby.

15. That in the event of the passage after the date of this mortgage of any law deducting any lien thereon from the value of land for the purpose of taxation, or changing in any way the laws now in force for the taxation of mortgages, deeds of trust, or debts secured by mortgage or deed of trust for state or local purposes, or the manner of the collection of any such taxes, so as to affect this instrument, the whole of the principal sums secured by this mortgage, together with the interest due thereon, shall, at the option of the Mortgagee, without notice, become immediately due and payable.

16. This mortgage shall inure to and bind the heirs, executors, administrators, successors and assigns of the parties hereto. Wherever used herein the singular number shall include the plural.

If the Mortgagor shall fully perform all obligations, covenants and agreements of this mortgage, and of the note secured hereby, then this mortgage and all assignments herein contained shall be null and void; otherwise to remain in full force and effect.

WITNESS the hand and seal of the Mortgagor, the day and year first above written.

W. Clark Gaston, Jr.

James F. Tyson (Seal)

Ruth Drake

Janice M. Tyson (Seal)

----- (Seal)

----- (Seal)

STATE OF SOUTH CAROLINA,
Greenville COUNTY

Personally appeared before me and made oath that Ruth Drake saw the within-named James F. Tyson and wife, Janice M. Tyson sign, seal, and, as W. Clark Gaston, Jr. act and deed, deliver the within-written Deed; and that she with W. Clark Gaston, Jr. witnessed the execution thereof.

Sworn to before me this 26th

day of August, 19 77.

Ruth Drake

W. Clark Gaston, Jr. (I. S.)
Notary Public for South Carolina

STATE OF SOUTH CAROLINA
GREENVILLE COUNTY

RENUNCIATION OF DOWER

I, W. Clark Gaston, Jr., do hereby certify unto all whom it may concern, that Mrs. Janice M. Tyson the wife of the within-named James F. Tyson 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 Durham Life Insurance Company, Raleigh, North Carolina, 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 under my Hand and Seal this

26th day of August, 19 77

Janice M. Tyson

W. Clark Gaston, Jr. (I. S.)
Notary Public for South Carolina

My Commission expires 9/29/81

At 10:02 A.M.

RECORDED SEP 9 1977

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