

14. That in the event this mortgage shall be foreclosed, the Mortgagee shall comply with the provisions of Sections 1558 through 1596 of the 1962 Code of Laws of South Carolina as amended, or in their appropriate laws.

THE MORTGAGE COVENANTS AND AGREES AS FOLLOWS:

1. That should the Mortgagor prepay a portion of the indebtedness secured by this mortgage, and should he fail to make a payment or payments as required by the above said promissory note, any such prepayment shall be applied to the principal of the debt or payments, insofar as possible, in order that the principal debt will not be held contractually in default.

2. That the Mortgagor shall hold and own the above described premises until there is a default under this mortgage or the note secured hereby, and it is the intention of this instrument that if the Mortgagor shall fail to perform all the terms, conditions, and covenants of this mortgage and of the note secured hereby, that then this mortgage shall be deemed to have been assigned to remain in full force and value.

It is mutually agreed that 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 be 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 should the Mortgagee be called upon to pay the debt secured hereby, or any part thereof, or should the debt secured hereby or any part thereof be placed in the hands of a receiver or liquidator or otherwise, all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee, shall thereupon be deemed to have been incurred and collected hereunder at the option of the Mortgagee as a part of the debt secured hereby, 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. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the hand and seal of the Mortgagor this 28 day of April, 1978

Signed, sealed and delivered in the presence of:

James B. Jacobsen
James B. Jacobsen
Patricia A. Barber
Patricia A. Barber

John H. Nichols (SEAL)
John H. Nichols
Joan B. Nichols (SEAL)
Joan B. Nichols (SEAL)
(SEAL)

State of South Carolina }
COUNTY OF GREENVILLE } PROBATE

PERSONALLY appeared before me James B. Jacobsen and made oath that he saw the within named John H. Nichols and Joan B. Nichols

sign, seal and as their part and did deliver the within written mortgage deed and that he with Patricia A. Barber witnessed the execution thereof

SWORN to before me this the 28 day of April, A.D. 1978
Patricia A. Barber (SEAL) James B. Jacobsen
Notary Public for South Carolina
My Commission Expires 1/23/84

State of South Carolina }
COUNTY OF GREENVILLE } RENUNCIATION OF DOWER

I, Patricia A. Barber, a Notary Public for South Carolina, do hereby certify unto all whom it may concern that Mrs. Joan B. Nichols

the wife of the within named John H. Nichols 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 whatsoever, 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 seal, this 28 day of April, A.D. 1978
Patricia A. Barber (SEAL) *Joan B. Nichols*
Notary Public for South Carolina
My Commission Expires 1/23/84

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