

1452-410
1200-93010

in case of a default occurring this Mortgage, if the Borrower fails to pay the principal when due, or fails to pay the interest on this Mortgage, the Note and notes reciting Future Advances, if any, or other amounts secured by this Mortgage, or if the Borrower fails to perform any of the covenants or agreements of Borrower contained in this Mortgage, or if the Borrower commits any of the breaches of any other covenants or agreements of Borrower contained in this Mortgage, or if the Borrower fails to pay all expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including but not limited to reasonable attorney's fees and so forth, Borrower takes such action as Lender may reasonably require to assure that the sum of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus \$5. NA

22. Release. Upon payment of all sums secured by this Mortgage, this Mortgage shall become null and void, and Lender shall release this Mortgagee without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

In Witness Whereof, Borrower has executed this Mortgage.

Signed, sealed and delivered
in the presence of:

Patrick H. Grayson (Seal) *Raymond Moretti, Jr.* (Seal)
Raymond Moretti, Jr.
Betty Jo Moretti (Seal) *Betty Jo Moretti* (Seal)
Betty Jo Moretti

STATE OF SOUTH CAROLINA, Greenville, County ss:

Before me personally appeared Alvin York, and made oath that she saw the within named Borrower sign, seal, and affix their act and deed, deliver the within written Mortgage; and that she, with Patrick H. Grayson, witnessed the execution thereof. Sworn before me this 8th day of December last 1978.

Alvin York (Seal) *Alvin York* (Seal)

Notary Public for South Carolina / - 7 - 71

STATE OF SOUTH CAROLINA, Greenville, County ss:

I, Patrick H. Grayson, Jr., a Notary Public, do hereby certify unto all whom it may concern that Mrs. Betty Jo Moretti, the wife of the within named Raymond Moretti, Jr., 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 whatsoever, renounce, release and forever relinquish unto the within named Fidelity Federal Savings & Loan, 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 8th day of December, 1978.

Patrick H. Grayson, Jr. (Seal) *Betty Jo Moretti* (Seal)
Notary Public for South Carolina / - 7 - 71

Attest: Below this date received for filing and recording

RECORDED DEC 8 1978 12:21 P.M.
Re-RECORDED JAN 12 1979 12:21 P.M. 21263

12:21 P.M.
Doc. 1452-410
407

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