

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable 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 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain 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 17 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 17 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 attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

21. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this mortgage without charge to Borrower except for a reasonable fee to be paid to a third party to effect this release and all costs of recordation.

22. Waiver of Homestead. Borrower hereby waives all rights of homestead exemption in the Property.

23. Waiver of Right of Appraisal. Borrower hereby waives the right to assert any statute providing appraisal rights which may reduce any deficiency judgment obtained by Lender against Borrower in the event of foreclosure under this Mortgage.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Signed, sealed and delivered in the presence of:

Handwritten signatures of Theodore Herman Evans and Margarita A. M. Evans, with printed names and 'Borrower' labels. Includes '(Seal)' markings.

ACKNOWLEDGEMENT

STATE OF SOUTH CAROLINA Greenville County ss:

Before me personally appeared Linda B. Osborne and made oath that she saw the within named Borrower sign, seal, and as their act and deed, deliver the within written Mortgage, and that she with James G. Johnson, III witnessed the execution thereof.

Notary Public for South Carolina signature and seal, commission expires 7/30/90.

RENUNCIATION OF DOWER

STATE OF SOUTH CAROLINA Greenville County ss:

Linda B. Osborne a Notary Public, do hereby certify unto all whom it may concern that Margarita A. M. Evans the wife of the within named Theodore Herman Evans 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 whomsoever, renounce, release and forever relinquish unto the within named United Virginia Mortgage 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 15th day of November 19 83. Notary Public for South Carolina signature and seal, commission expires 1/11/90.

16573 M HORTON, DRAWDY, WARD & JOHNSON, P.A. POST OFFICE BOX 10167 GREENVILLE, SOUTH CAROLINA 29603

\$5,915.97 Lot 37 "Sec. One, Jenkins Bats., Southwest"

(Space Below This Line Reserved For Lender and Recorder)

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