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In case of breach by Borrower of the covenants and conditions of the Loan Agreement, Lender, at Lender's option, with or without entry upon the Property, (i) may invoke any of the rights or remedies provided in the Loan Agreement, (ii) may accelerate the sums secured by this Mortgage and invoke those remedies provided in paragraph 18 hereof, or (iii) may do both. Prior to completion of the improvements, sums disbursed by Lender to protect the security of this Mortgage up to the principal amount of the Note shall be treated as disbursements pursuant to the Loan Agreement, and such sums disbursed by Lender in excess of the principal amount of the Note shall be additional indebtedness of Borrower secured by this Mortgage. All such sums shall bear interest from the date of disbursement at the rate stated in the Note, unless collection from Borrower of interest at such rate would be contrary to applicable law in which event such amounts shall bear interest at the highest rate which may be collected from Borrower under applicable law, and shall be payable upon notice from Lender to Borrower requesting payment therefor.

If, after the commencement of amortization of the Note, the Note and this Mortgage are sold by Lender, from and after such sale the Loan Agreement shall cease to be a part of this Mortgage and Borrower shall not assert any right of set-off, counterclaim, or other claim or defense arising out of the Loan Agreement against the obligations of the Note and this Mortgage.

- 25. The Construction-Permanent Loan Rider attached hereto is by this reference made a part hereof.
- The Construction-Permanent Adjustable Rate Loan Rider attached hereto is by this reference made a part hereof.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Signed, sealed and delivered in the presence of:

SMITH & STEELE BUILDERS, INC.

*I. H. Philpot, Jr.*  
 \_\_\_\_\_  
*Ruth Drake*  
 \_\_\_\_\_

*Ted D. Smith*  
 Ted D. Smith, President (Seal)  
 \_\_\_\_\_ --Borrower  
*John R. Steele*  
 John R. Steele, Vice President (Seal)  
 \_\_\_\_\_ --Borrower

STATE OF SOUTH CAROLINA, GREENVILLE County ss:

Before me personally appeared I. H. Philpot, Jr. and made oath that he saw the within named Borrower sign, seal, and as its act and deed, deliver the within written Mortgage; and that he with Ruth Drake witnessed the execution thereof.

Sworn before me this 17th day of April, 1984.

*Ruth Drake* (Seal)  
 Notary Public for South Carolina  
 My commission expires: 4/25/84

*I. H. Philpot, Jr.*  
 I. H. Philpot, Jr.

I. H. Philpot, Jr.

STATE OF SOUTH CAROLINA, GREENVILLE

SMITH & STEELE BUILDERS, INC.

To

SOUTH CAROLINA FEDERAL SAVINGS AND LOAN ASSOCIATION

MORTGAGE

Filed this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and Recorded in Book \_\_\_\_\_ Page \_\_\_\_\_ Fee, \$ \_\_\_\_\_ R. M. C. or Clerk of Court C. P. & G. S. \_\_\_\_\_ County, S.C.

RENUNCIATION OF DOWER NOT NECESSARY

STATE OF SOUTH CAROLINA, \_\_\_\_\_ County ss:

I, \_\_\_\_\_, a Notary Public, do hereby certify unto all whom it may concern that Mrs. \_\_\_\_\_ the wife of the within named \_\_\_\_\_ 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 \_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_

(Seal)  
 Notary Public for South Carolina  
 My commission expires:

Form AMCP1

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