

Jay Title

BOOK 1338 PAGE 537
BOOK 78 PAGE 417

prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, 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 18 hereof, including, but not limited to, reasonable attorney's 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 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, in Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, when evidenced by promissory notes stating that said notes are secured by the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith, shall be secured by the lien of this Mortgage, exceed the original amount of the Note plus US\$

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall be released from all obligations secured hereby.

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

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Signed, sealed and delivered in the presence of:

Cheryl J. Wall
Robert J. Wall
Coy Hoffman, Jr. and Leroy Hamilton, As Trustees Under T.A.D. / May 11, 1976
Cheryl J. Wall (Seal)
Robert J. Wall (Seal)
28, WEST 2nd Street
GREENVILLE, S.C. 29609

PAID AND FULLY SATISFIED

This 26th day of May 1976
South Carolina Federal Savings & Loan Association
By *Robert E. Nolin*
ASSISTANT VICE PRESIDENT

150 000
2910
ROBERT E. NOLIN, ATTY

STATE OF SOUTH CAROLINA, GREENVILLE County ss:

Before me personally appeared, Cheryl J. Wall and Robert J. Wall

BOOK 1338 PAGE 534

MORTGAGE

FILED
GREENVILLE CO. S. C.

THIS MORTGAGE is made this twenty-sixth (26th) day of May 1976 between the Mortgagor, Coy Hoffman, Jr. & Leroy Hamilton, As Trustees Under T.A.D. May 11, 1976 (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings & Loan Association (herein "Lender"), a corporation organized and existing under the laws of United States of America whose address is 1500 Hampton Street Columbia, South Carolina

WHEREAS Borrower is indebted to Lender in the principal sum of Forty-Nine Thousand & No/100 (\$49,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated May 26, 1976 (herein "Note"), providing for monthly installments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on June 2, 1996

1338 534