

Mortgagee's Address:

201 N. Main Street
Anderson, S. C. 29621

RENEGOTIABLE RATE

FULL MORTGAGE

BOOK 81 PAGE 1067

BOOK 1542 PAGE 895

JUN 23 AM '81

THIS MORTGAGE is made this 1st day of June 1981, between the Mortgagor, James H. Gully and Deborah P. Gully

(herein "Borrower"), and the Mortgagee, FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of South Carolina, whose address is 201 North Main Street, Anderson, South Carolina 29621

(herein "Lender"). This mortgage includes a renegotiable rate mortgage rider which is hereby incorporated by reference and made a part hereof.

WHEREAS, Borrower is indebted to Lender in the principal sum of Seventy-Two Thousand and No/100 (\$72,000.00) Dollars, which indebtedness is evidenced by Borrower's note

providing for monthly installments of principal and interest.

Cancelled
Bonnie S. Tankersley
SCLC

BOOK 1542 PAGE 898

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 take possession of and manage the Property and to collect the rents of the Property, including those not due. The 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 \$5,000.

22. Release. Upon payment of all sums secured by this Mortgage, this Mortgage shall become null and void, and Lender shall release this Mortgage 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:

PAID BY FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION
WITNESSES
FILED JUN 21 1981
Bonnie S. Tankersley

3 Borrower's red, Gully 29615

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