

BOOK 1631 PAGE 728  
VOL 1643 PAGE 174

prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be taken 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 shall, subject to the terms and conditions hereof, make Future Advances to Borrower. Such Future Advances shall be made in accordance with the terms of the mortgage, evidenced by promissory notes stating that said notes are secured by the sums secured by this Mortgage, when the amount of the indebtedness secured by this Mortgage, not including sums advanced hereunder in accordance with the terms of this Mortgage, exceed the original amount of the Note plus US signed, sealed & delivered.

22. Release. Upon payment of all sums secured by the Mortgage, this Mortgage shall become null and void and Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of CHARNER MORTGAGE COMPANY and 23. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

In Witness Whereof, Borrower has executed this Mortgage and the notes secured hereby, and the Lender has accepted the same.

Witness  
*[Signature]*  
Asst. Vice President

*[Signature]*  
Borrower

*[Signature]*  
Borrower

*[Signature]*  
Borrower

Harold E. Moos, Jr.  
Borrower

*[Signature]*  
Borrower

*[Signature]*  
Borrower

Kirberly R. Moos  
Borrower

OCT 11 84 1121

1984

OCT 21 1983

13092

GROSS & COMPANY, ATTORNEYS  
P. O. Box 507  
Fountain Inn, S. C. 29644

*[Signature]*  
10994

Filed for record in the Office of the R. M. C. for Greenville County, S. C. at 10:47 A.M. on Oct. 21, 1983 and recorded in Real Estate Mortgage Book 1631 at page 725

*[Signature]*  
R.M.C. for G. Co., S.C.

Re-Record Filed for record in the Office of the R. M. C. for Greenville County, S. C. at 11:23 AM on Jan. 9, 1984 and recorded in Real Estate Mortgage Book 1643 at page 165

*[Signature]*  
R.M.C. for G. Co., S.C.

Re-Record for orig see BK 1631 page 725  
25000.00  
251 S. Almond Dr.  
V. Poinsettia

SATISFIED AND CANCELLED RECORDED JAN 9 1984 at 11:23 AM  
AT 9:45 AM RECORDED OCT 21, 1983 at 10:47 AM

Before me personally appeared Cheryl R. Wallace, and made oath that she within named Borrower sign, seal, and as the My Commission Expires: 10-7-85

STATE OF SOUTH CAROLINA, Greenville County ss:

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Notary Public

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Notary Public

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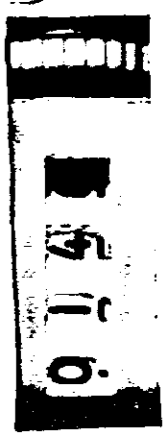
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file 50-8

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