BOOK 1211 PAGE 21

14. That in the event this mortgage should be foreclosed, the Mortgagor expressly waives the benefits of Sections 45-88 through 45-96.1 of the 1962 Code of Laws of South Carolina, as amended, or any other appraisement laws.

## THE MORTGAGEE COVENANTS AND AGREES AS FOLLOWS:

- I. That should the Mortgagor prepay a portion of the indebtedness secured by this mortgage and subsequently fail to make a payment or payments as required by the aforesaid promissory note, any such prepayment may be applied toward the missed payment or payments, insofar as possible, in order that the principal debt will not be held contractually delinquent.
- 2. That the Mortgagor shall hold and enjoy the above described premises until there is a default under this mortgage or the note secured hereby, and it is the true meaning of this instrument that if the Mortgagor shall fully perform all the terms, conditions, and covenants of this mortgage, and of the note secured hereby, that then this mortgage shall be utterly null and void; otherwise to remain in full force and virtue.
- It is mutually agreed that if there is a default in any of the terms, conditions or covenants of this mortgage, or of the note secured hereby, then, at the option of the Mortgagee, all sums then owing by the Mortgagor to the Mortgagee shall become immediately due and payable and this mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the Mortgagee become a party to any suit involving this Mortgage or the title to the premises described herein, or should the debt secured hereby or any part thereof be placed in the hands of an attorney at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee, shall thereupon become due and payable immediately or on demand, at the option of the Mortgagee, as a part of the debt secured thereby, and may be recovered and collected hereunder.

| It is further agreed that the covenants herein contained sha<br>heirs, executors, administrators, successors, grantees, and assign<br>plural, the plural the singular, and the use of any gender shall be | ill bind, and the benefits and advantages shall inure to, the respective<br>as of the parties hereto. Wherever used, the singular shall include the<br>be applicable to all genders.                           |
|---|--|
| WITNESS the hand and seal of the Mortgagor, this2.0   | Oth day of October 19.71   |
| Signed sealed and delivered in the presence of:   |  |
| C. Verta Syle of  | Jan Ernest John (15EAL)  |
| 5 Riley F. Jameson  | Disty & Johnson (SEAL)   |
| <u> </u>  | DOFOTHY D. Johnson (SEAL)  |
|   | (SEAL)   |
| State of South Carolina   | · · · · · · · · · · · · · · · · · · ·  |
| COUNTY OF GREENVILLE  | PROBATE  |
| PERSONALLY appeared before me Shirley R   | . Jameson and made oath that   |
| s he saw the within named John Ernest John  | son and Dorothy D. Johnson   |
|   |  |
| sign, seal and as their act and deed deliver the wit  | thin written mortgage deed, and that S he with   |
| C. Victor Pyle, Jr.   | witnessed the execution thereof.   |
| SWORN to before me this the 20th  day of 100 Cober 1 A. D. 19 71  Notary Public for South Carolina  My Commission Expires 11/18/80  | Millery K. Zeemere.  |
| State of South Carolina COUNTY OF GREENVILLE  | ENUNCIATION OF DOWER   |
| 1. C. Victor Pyle, Jr.  | , a Notary Public for South Carolina, do   |
| hereby certify unto all whom it may concern that Mrs.   | othy D. Johnson  |
| and without any compulsion, dread or fear of any person or perso  | SON  matately examined by me, did declare that she does freely voluntarily ms whomsoever renounce release and lorever relinquish unto the and estate and also all her right and claim of Dower of in or to all |
| GIVEN unto my hand and scal, this 20th  | 1  |
| day of ) October 20th  that of John SEAL)  My Commission Expres 11/18/80  | distribly in retineer  |
| Recorded October 21, 1971 at 12:41 P. K., #   |  |
| MOCOLUDU OCCODEL ET TALE NO TESTE LA 1100 L   | 711900 Page 3  |