800x 1215 PAGE 638

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 Mortgager 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 shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, grantees, and assigns of the parties hereto. Wherever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the hand and seal of the Mor	tgagor, this	8th da	y ofDece	mber	, 19_71_
Signed, sealed and delivered in the presence o	ıf:		HERITAGE D	EVELOPMENT	CORPORATION
Dell Go Owers			By:	14 ///	-2=5.
11/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1	7		B. J. Buile	r. Preside	nt (SEAL)
Talled Usters of		•		***************************************	(SEAL)
	,			*************************	(SEAL)
				,	•
			90'48 4 p. p. p. p. 48 m. p. p. p. a 4 m. p.		(SEAL)
State of South Carolina COUNTY OF GREENVILLE	}	PROBAT	E		, ' ·
PERSONALLY appeared before me	Dell R	. Owens			.
			•		
S he saw the within named B. J.	Fuller as	<u>Preside</u>	nt of Heri	tage Develo	pment
Corpor	at i on			•	
sign, seal and as his act and d	land deliver the	within written r	-	ila Shamish	, .
· · · · · · · · · · · · · · · · · · ·		_	·	*	***************************************
Patrick C. Fant,	Jr.	witnessed t	the execution thereof		•
SWORN to before me this the 8th	,)			
day of December	A. D., 19 <u>71</u>	Se.	u R. Oc	elesia)	
Notary Public for South Carolin	(SEAL)		-		**************************************
My Commission Expires My Commission Expires	April 17, 1979)		,	* -
State of South Carolina)			 	
COUNTY OF GREENVILLE	, }NO	RENUNCIA	TION OF DOW	ER MORTGA CORPOR	
1,				Notary Public for S	outh Carolina do
				•	oudi Calonia, do
hereby certify unto all whom it may concern the	at Mrs.	•		•	
the wife of the within named	iny person or pe gns, all her intere	rsons whomsoe	ver, renounce, relea	se und torever reli	nguish unto the
GIVEN unto my hand and seal, this		1			•
day of		-		•	•
Notary Public for South Carolina	(SEAL))	<u> </u>		• 1 ° °
My Commission Expires		1	- -		
Recorded December 8,1971 at 1:		15862			· .
	,				Page 3

100

E. Sales