

1533-768

14. That in the event this mortgage should be foreclosed, the Mortgagor agrees to waive the provisions of Sections 45-88 through 45-96.1 of the 1962 Code of Laws of South Carolina, as amended, or any other pertinent laws.

**THE MORTGAGEE COVENANTS AND AGREES AS FOLLOWS:**

1. 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 unpaid principal or payments insofar as possible, in order that the principal debt will not be left contractually owing.

2. That the Mortgagor shall hold and enjoy the above described premises until there is a default as for this mortgage or the note secured hereby, and it is the true meaning of this instrument that if the Mortgagor shall fail to perform all the terms, conditions, and covenants of this mortgage and of the note secured hereby, that then this mortgage shall be void 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 Mortgagor, all sums then owing by the Mortgagor to the Mortgagor shall be made immediately due and payable and this mortgage may be foreclosed. Should any legal proceedings be instituted for the removal of this mortgage, or should the Mortgagor 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 Mortgagor and a reasonable attorney's fee shall thereon become due and payable immediately or on demand at the option of the Mortgagor, 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. Whenever 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 Mortgagor, this 25th day of February, 1975

Signed, sealed and delivered in the presence of:

*Paul J. Foster*  
*Frances R. Leitke*

*Harry T. O'Bryan* (SEAL)  
HARRY T. O'BRYAN  
(SEAL)

*Patricia A. O'Bryan* (SEAL)  
PATRICIA A. O'BRYAN  
(SEAL)

**State of South Carolina**  
**COUNTY OF GREENVILLE**

**PROBATE**

PERSONALLY appeared before me

Frances R. Leitke

and made oath that

I, *Paul J. Foster, Jr.*, do solemnly swear that I saw the within named

Harry T. O'Bryan and Patricia A. O'Bryan

witnessed the execution thereof.

SWORN to before me this the

25th

day of February

A.D. 19

75

Notary Public for South Carolina

My Commission Expires

*Frances R. Leitke*

**State of South Carolina**  
**COUNTY OF GREENVILLE**

**RENUNCIATION OF DOWER**

I, *Paul J. Foster, Jr.*

a Notary Public for South Carolina, do

hereby certify unto all whom it may concern that Mrs.

*Patricia A. O'Bryan*

the wife of the within named

*Harry T. O'Bryan*

did this day appear before me, and, upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whatsoever, renounce, release and forever relinquish unto the within named Mortgagee, its successors and assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all and singular the Premises within mentioned and released.

GIVEN unto my hand and seal, this

25th

day of February

A.D. 19

75

Notary Public for South Carolina

My Commission Expires

4/7/79

*Patricia A. O'Bryan*  
PATRICIA A. O'BRYAN