

1343-933

14. That in the event this mortgage should be foreclosed, the Mortgagor agrees to pay the costs of suit, as provided by law, 15-904 of the 1962 Code of Laws of South Carolina, as amended, or any other appropriate laws.

THE MORTGAGEE COVENANTS AND AGREES AS FOLLOWS:

1. That should the Mortgagor prepay a portion of the indebtedness secured by this note, or if the Mortgagor fails to make a payment or payments as required by the above quoted precessary note, any such prepayment shall be applied toward the final payment or payment(s) insofar as possible, in order that the principal debt will not be held outstanding longer than necessary.

2. That the Mortgagor shall hold and enjoy the above described premises until there is a default in the payment of the note secured hereby, and it is the true meaning of this instrument that if the Mortgagor should fail to pay the principal and interest in accordance with the terms of this note and hereby, that then this instrument shall be construed as void in full force and virtue.

It is mutually agreed that if there is a default in any of the terms of the above instruments or this instrument or of the note secured hereby, then at the option of the Mortgagee, all sums then owing by the Mortgagor to the Mortgagee shall be paid immediately due and payable and thus note or may be foreclosed. Should any holder hereof, go into the title to the property so held herein or should the Mortgagor become a party to any suit involving this Mortgage or the title to the property so held herein, or should the Mortgagor or any part thereof be placed in the hands of a trustee at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee, shall then be paid by the Mortgagor, 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 accrue to the respective heirs, executors, administrators, successors, grantees, and assigns of the parties herein. 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 11th day of July, 1975.

Signed, sealed and delivered in the presence of:

W. Daniel Yarbrough
Elizabeth G. Johnson

Maura E. Shell Jr. (SEAL)
Maura E. Shell, Jr.

Fran C. Shell (SEAL)
Fran C. Shell

(SEAL)

(SEAL)

State of South Carolina
COUNTY OF GREENVILLE

PROBATE

PERSONALLY appeared before me W. Daniel Yarbrough, Jr. and made oath that

he saw the within named Maura E. Shell, Jr. and Fran C. Shell

sign, seal and as their act and deed deliver the within written instrument and that be with

Elizabeth G. Johnson

witnessed the execution thereof

SWORN to before me this the 11th

day of July, A.D. 1975
Elizabeth G. Johnson (SEAL)
Notary Public for South Carolina

My Commission Expires 5-19-79

W. Daniel Yarbrough

State of South Carolina
COUNTY OF GREENVILLE

RENUNCIATION OF DOWER

I, W. Daniel Yarbrough, Jr.

, a Notary Public for South Carolina, do

hereby certify unto all whom it may concern that Mrs. Fran C. Shell

the wife of the within named Maura E. Shell, Jr., 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 11th

day of July, A.D. 1975
W. Daniel Yarbrough (SEAL)
Notary Public for South Carolina

My Commission Expires 8-24-83

Fran C. Shell

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Page 3

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