

entry of a writ or suit enjoining this Mortgage; or (v) Borrower pays for the removal of liens and other charges against the Mortgaged Property and/or securing Future Advances, if any, held by third parties against the Mortgaged Property, lessor or lessee, or any other covenants or agreements of Borrower contained in the Mortgage; or (vi) 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.

**26. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER.** As additional security hereunder, Borrower hereby agrees to lend the rents of the Property, provided that Borrower shall give 12 weeks notice under paragraph 18 hereof or Lender, owner 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 stand tenant 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, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes setting that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus US \$ .00

**23. WAIVER OF HOMESTEAD.** Borrower hereby waives all right of homestead exemption in the Property.

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For more information about the study, please contact Dr. Michael J. Hwang at (310) 794-3000 or via email at [mhwang@ucla.edu](mailto:mhwang@ucla.edu).

IS WITNESS WITNESS, INSURER HAS EXCUSED THE INSURANCE

Signed, sealed and delivered  
in the presence of:

Betha C. Blue  
Claude P. Hudson

William Roger Ware (Seal)  
—Borrower

*Dorothy B. Ware* (Seal)  
—Borrower

**STATE OF SOUTH CAROLINA**

## GREENVILLE

County ss:

Before me personally appeared Glenda C. Belue and made oath that she saw the  
within named Borrower sign, seal, and as their act and deed, deliver the within written Mortgage; and that  
she with Claude P. Hudson witnessed the execution thereof.  
Sworn before me this 7th day of May, 1976.

Claude P. Hudson (Seal) Linda C. Blue

Nearly Public for South Carolina--My examination requires

2-15-30

**STATE OF South Carolina**

## **GREENVILLE** County ss:

I, Glenda C. Belue, a Notary Public, do hereby certify unto all whom it may concern that Mrs. Lorraine B. Ware the wife of the within named William Roger Ware 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 whomsoever, renounce, release and forever relinquish unto the within named GREER FEDERAL SAVINGS AND LOAN ASSOCIATION, its Successors and Assigns, all her interest and estate, and also all her right and claim of Denver, of, in or to all and singular the premises within mentioned and released.

Given under my hand and Seal, this 7th day of May, 1976.

*Donda C. Blue* (Seal) *Dorraine B. Ware*  
Notary Public for South Carolina—My commission expires 3-24-79

**Space Below This Line Reserved For Lender and Recorder**

RECORDING FEE PAID \$ 3.50	POSTAGE PAID /32
MAY 11 1976	29022
STATE OF SOUTH CAROLINA	
COUNTY OF GREENVILLE	
WILLIAM ROGER WARE AND LORRAINE B. WARE	
Mail-----TO	
GREER FEDERAL SAVINGS AND LOAN ASSOCIATION 107 Church Street Greer, S. C. 29651	
REAL ESTATE MORTGAGE	
Filed for record in the Office of the R. M. C. for Greenville County, S.C., at 10:37 o'clock A. M. May 11, 1976 and recorded in Real - Estate Mortgage Book 1367 at page 196	
R.M.C. for O. Co., S.C.	
\$ 7,500.00	