[illegible] the Note and [illegible] Lender Advances [illegible] the covenants of Borrower contained in this Mortgage or Borrower [illegible] to be expended [illegible] or taking the actions and expenditures of Borrower contained in this Mortgage and in defraying Lender's expenses as provided in paragraph 18 hereof, including but not limited to reasonable attorney's fees and (d) Borrower takes such actions 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.

20. **Assignment of Rents, Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall prior to acceleration under paragraph 18 hereof or abandonment 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 abandonment 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 stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus US $ **.00**

22. **Release.** Upon payment of all sums secured by this Mortgage, this Mortgage shall become null and void, and Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. **Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in the Property.

**In Witness Whereof,** Borrower has executed this Mortgage

Signed, sealed and delivered
in the presence of:

Kathy H Brissey

Shirley F. Mercer (Seal) —Borrower
Shirley F. Mercer

Mark T. Borger (Seal) —Borrower
Mark T. Borger

State of South Carolina **GREENVILLE** County ss:

Before me personally appeared **Kathy H. Brissey** 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 **Thomas C. Brissey** witnessed the execution thereof.

Sworn before me this **8th** day of **December**, 19 **77**.

Kathy H Brissey

Notary Public for South Carolina—My commission expires (Seal) **4/7/79.**

State of South Carolina, County ss:

**NOT NECESSARY-MORTGAGORS ARE MOTHER AND SON.**

I, , a Notary Public, do hereby certify unto all whom it may concern that Mrs. the wife of the within named **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 Dower, of, in or to all and singular the premises within mentioned and released.

Given under my hand and Seal, this day of , 19 .

(Seal)
Notary Public for South Carolina—My commission expires

Space Below This Line Reserved For Lender and Recorder)

RECORDED DEC 8 1977 At 2:28 P.M. 17578

17578

DRISSEY, LATHAN, SMITH & BARBARE, P.A. DEC 8 1977

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

SHIRLEY F. MERCER AND MARK T. BORGER

TO

GREER FEDERAL SAVINGS AND LOAN ASSOCIATION

Filed for record in the Office of the R. M. C. for Greenville County, S. C., at 2:28 o'clock P. M., Dec. 8, 1977 and recorded in Real - Estate Mortgage Book 1418 at page 46

R.M.C. for G. Co., S.C.

$ 27,950.00
Lots 12 & 13, Beckey Gibson Rd., Ponder
Rosa Village

4328 RV-2