

20. **NON-ACCUMULATING MORTGAGE.** This Mortgage is a Non-accumulating Mortgage. The Non-accruing nature of Future Advances or payments made by Borrower under this Mortgage is determined by the date of recording the documents and agreements of Borrower under this Mortgage and in effecting Lender's rights as so provided in paragraph 18 hereof, including, but not limited to, reasonable attorney fees and costs. Borrower takes such action as Lender may lawfully require to ensure that the lien of this Mortgage, including interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpeded. 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.

21. **ASSUMPTION OF RENTS; ASSIGNMENT OF RENTS.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall give 30 days' notice under paragraph 18 hereof of 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.

22. **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 thereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, nor including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus US \$ 500.00

23. **RELEASER.** Upon payment of all sums secured by this Mortgage, this Mortgage shall become null and void, and Lender shall release this Mortgage with or charge to Borrower. Borrower shall pay all costs of recordation, if any.

24. **WAIVER OF HOMESTEAD.** Borrower hereby waives all rights of homestead exemption in the Property.

In Witness Whereof, Borrower has executed this Mortgage.

Signed, sealed and delivered
in the presence of:

Robin G. Smith
Selma C. Bishop

Mattie F. Pitts

ROY LEE PITTS

(Seal)

—Borrower

(Seal)

—Borrower

STATE of South Carolina

GREENVILLE

County ss:

Before me personally appeared **Robin G. Smith** and made oath that **she** now the within named Borrower sign, seal, and as **their** **she** **with Selma C. Bishop** did and deed, deliver the within written Mortgage, and that **she** witnessed the execution thereof.

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

Selma C. Bishop **Seal**
Notary Public for South Carolina—My commission expires 5/16/87

Robin G. Smith

STATE of South Carolina

GREENVILLE

County ss:

I, Selma C. Bishop **Mattie F. Pitts**

a Notary Public, do hereby certify unto all whom it may concern that the wife of the within named **Roy Lee Pitts** 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 whatsoever, renounce, release and forever relinquish unto the within named **GREENE FEDERAL SAVINGS AND LOAN ASSOCIATION**, its Successors and Assigns, all her interest and estate, and also all her right and claim of **Borrower**, of, in or to all and singular the premises within mentioned and released.

Given under my hand and Seal, this **seventh** day of **December**, 19 **77**.

Selma C. Bishop **Seal** *Mattie F. Pitts*
Notary Public for South Carolina—My commission expires 5/16/87

Space Below This Line Reserved for Lender and Recorder

RECORDED DEC 8 1977 At 3:24 P.M.

17600

21300, DLCS 1977

Filed for record in the Office of
the R. M. C. for Greenville
County, S. C. at 3:24 o'clock
P. M. Dec. 8, 1977
and recorded in Real Estate
Mortgage Book 2128
at page 60.

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

\$ 5,000.00
Lot 33 (114) Franklin St.
McCall Mfg. Co. Greer, Chick Springs T.P.

4328 RV-2