

AND IT IS FURTHER AGREED, by and between the parties that should legal proceedings be instituted for the foreclosure of this mortgage, or should the mortgagor become a party to any action by reason of this mortgage, or should the debt secured hereby be placed in the hands of an attorney at law for collection, by suit or otherwise, all reasonable expenses incurred by the mortgagor, including a reasonable attorney's fee, not to exceed 15% of the unpaid balance, shall thereupon become due and payable as a part of the debt secured hereby, and may be recovered and collected hereunder.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties, that if the mortgagor does and shall well and truly pay, or cause to be paid, unto the mortgagee, its' his successors, heirs and assigns, the debt or sum of money aforesaid, with Finance Charge thereon, and if any, shall be due, according to the true intent and meaning of the note and this mortgage, then this mortgage shall cease, determine, and be utterly null and void, otherwise it shall remain in full force and virtue.

AND IT IS AGREED, by and between the said parties, that the mortgagor should hold and enjoy the premises until default shall be made.

Any reference in this instrument to the plural shall include the singular, and any reference to the neuter shall include the male and female, the male shall include the female, and vice versa.

WITNESS the hand and the seal of the mortgagor.

Date: April 8, 1983

IN THE PRESENCE OF:

Glenn C. Baker  
John D. Brown Jr.

*Jack Leroy Smith* (SEAL)  
JACK LEROY SMITH

(SEAL)

PROBATE

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named mortgagor, sign, and Seal, and as his act and deed deliver the within written mortgage, and that (s)he with the other witness whose signature appears above, witnessed the execution thereof.

SWORN to before me (date) April 8, 1983

*John D. Brown* (SEAL)  
WITNESS

NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires 2-10-91

#### RENUNCIATION OF DOWER

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

I, the undersigned Notary Public, do hereby certify unto all whom it may concern that the undersigned wife of the within named mortgagor 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 whomsoever, renounce, release and forever relinquish unto the within named mortgagee, its' his heirs, successors and assigns, all her interest and estate and also her right and claim of dower in or to all and singular the premises described herein.

*Patricia Smith* (NAME OF MORTGAGOR)  
PATRICIA SMITH

SWORN to before me (date) April 8, 1983

*Glenn C. Baker* (SEAL)  
WITNESS

NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires 2-10-91

#### REAL ESTATE MORTGAGE SATISFACTION

The debt secured by this mortgage having been paid in full, this mortgage is hereby cancelled and the lien thereof discharged.

This \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ Barclays American Financial, Inc.

By: \_\_\_\_\_ VICE PRESIDENT

*268161*

RECORDED APR 8 1983 at 2:06 P.M.

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1983  
X  
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1983

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

JACK LEROY SMITH  
Mortgagor

TO

Barclays American Financial, Inc.  
Mortgagee  
Address:

#### REAL ESTATE MORTGAGE

I hereby certify that the within Real Estate Mortgage was filed for record in my office at 2:06 P.M. on the 8th day of April, 1983, and was immediately entered upon the proper index and duly recorded in Book 1601, on Real Estate Mortgages, page 304, R.M.C. *REXXARK*

Greenville County, S.C.

\$13,367.62  
Lot 5 Willow Springs Dr.  
"PLEASANTVIEW"

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