## BOOK 1180 PAGE 331

7-70

14. That in the event this mortgage should be foreclosed, the Mortgagor expressly waives the benefits of Sections 45-88 through 45-96.1 of the 1962 Code of Laws of South Carolina, as amended, or any other appraisement laws.

THE MORTGAGEE COVENANTS AND AGREES AS FOLLOWS:

- 1. That should the Mortgagor prepay a portion of the indebtedness secured by this mortgage and subsequently fail to make a payment or payments as required by the aforesaid promissory note, any such prepayment may be applied toward the missed payment or payments, insofar as possible, in order that the principal debt will not be held contractually delinquent.
- 2. That the Mortgagor shall hold and enjoy the above described premises until there is a default under this mortgage or the note secured hereby, and it is the true meaning of this instrument that if the Mortgagor shall fully perform all the terms, conditions, and covenants of this mortgage, and of the note secured hereby, that then this mortgage shall be utterly null and void; otherwise to remain in full force and virtue.
- It is mutually agreed that if there is a default in any of the terms, conditions or covenants of this mortgage, or of the note secured hereby, then, at the option of the Mortgagee, all sums then owing by the Mortgagor to the Mortgagee shall become immediately due and payable and this mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the Mortgagee become a party to any suit involving this Mortgage or the title to the premises described herein, or should the debt secured hereby or any part thereof be placed in the hands of an attorney at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee, shall thereupon become 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 inure to, the respective heirs, executors, administrators, successors, grantees, and assigns of the parties hereto. Wherever 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	. <u>29th</u>	day of	January	, 19 71
Signed, sealed and delivered in the presence of:		· · · · · · · · · · · · · · · · · · ·		
Frances L. Bagwell	•.	K.	K. Just	(SEAL
will the Italy	· •••	•	00	•
- July Comment of States	• /	,	**************************************	(SEAL
	•			(SEAL)
	,			
State of South Carolina	`			-
COUNTY OF GREENVILLE	PRO	BATE	. •	
PERSONALLY appeared before me Frances k	C. Bagwell	·	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
S he saw the within named R. K. Tripp			•	
and saw the within named			·*	1999 PT 1049 / / 2019 200 4 4 2 2 2 4 4 4 4 4 4 4 4 4 4 4 4 4
	***************************************	·		
sign, seal and as hisact and deed deliver	the within wri	tten mortgage d	ced, and that 5 he w	with William B.
James	witne	ssed the executi	on thereof.	
SWORN to before me this the 29th	) <u> </u>	ĺ	. 1 . 2	=
day of January , A. D., 19  Notary Public for South Carolina  (SE	<u>71 (</u>	Iranci	Us of Bac	20018
Notary Public for South Carolina (SE	EAL)	? Z.QQV / I.QQ	2. O. 1. P. Co.	
My Commission Expires June 13, 1979.	)			
State of South Carolina				
COUNTY OF GREENVILLE	RENUN	CLATION O	F DOWER	•
1, William B. James			, a Notary Public	for South Carolina, do
hereby certify unto all whom it may concern that $\dot{M}_{TS}.$ The	alia TIripp			
the wife of the within named R. K. Tripp				
did this day appear before me, and, upon being privately and without any compulsion, dread or fear of any person of the compulsion of the compulsion of the compulsion of the computer of the	or person's who	msiws or renou	nce release and forevi	er relinantish unto the
within named Mortgagee, its successors and assigns, all her and singular the Premises within mentioned and released.	interest and est	ate, and also all	her right and claim of	Dower of, in or to all
CIVEN THE TOTAL AND A STATE OF THE STATE OF	١			
day of January 7	n /			
A. D., 19	' (		مستعد ا	• · · · · · · · · · · · · · · · · · · ·
Notary Public of South Carolina	-1		. sheet	
GIVEN unto my hand and seal, this 29th  day of Junuary  Notary Public or South Carolina  My Commission Expires June 13, 1979.	)			
		0.00		Page 3
Recorded Feb. 9, 1971 at 3:12 F	'. M., #1	phag.		