12. It is agreed that the Borrower shall hold and enjoy the premises above-conveyed until there is a default under this Mortgage or in the Note or any other Obligation secured hereby.

It is the true meaning of this instrument that if the Borrower shall fully perform all the terms, conditions, and covenants of this Mortgage, and of the Note secured hereby, this mortgage shall be utterly null and void; otherwise to remain in full force and effect. If there is a default in any of the terms, conditions or covenants of this Mortgage, or of the Note or any other Obligations or indebtedness secured hereby, then, at the option of the Lender, all sums then owing by the Borrower to the Lender shall become immediately due and payable and in addition to all other rights and remedies allowed by law to the Lender, this Mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the Lender become a party to any suit involving this Mortgage or the title to the premises described herein, or should any of the Obligations 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 Lender, and a reasonable attorney's fee, shall thereupon become due and payable, immediately or on demand, at the option of the Lender, as a part of the debt secured hereby, and may be recovered and collected hereunder.

The lien of the mortgage herein is junior to that held by Fidelity Federal Savings and Loan Association executed on January 20, 1969, in the original amount of \$32,400.00 by Ballentine Brothers, Inc., and recorded in the RMC Office for Greenville County in Mortgage Book 1115, at Page 33.

The covenants, agreements and conditions herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number 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 Borrower this 2004 day Signed, sealed and delivered in the presence of: STATE OF SOUTH CAROLINA **PROBATE** COUNTY OF **GREENVILLE**

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named Borrower(\bar{s}) sign, seal and as the Borrower(s) act and deed deliver the within-written mortgage deed and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this the

3 day of Sept. A.D., 1971.

Notary Public for South Carolina My Commission Expires: 8 /- 79