490 1246 MAE 200

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:

- I. 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 inumally 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 Mortgager to the Mortgagee shall become immediately due and payable and this mortgage may be forcelosed. Should any legal proceedings be instituted for the forcelosure 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 becomes.

It is further agreed that the covenants herein contained shall find, and the benefits and advantages shall inure to, the respective heurs, 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

23rd

August

, 19 72

Signed scaled and delivered in the presence of:

Spelie Bloken of

Lester L Heaton Janus M. Flate (SEAL)

.. (SEAL)

(SEAL)

## State of South Carolina COUNTY OF GREENVILLE

PERSONALLY appeared before me-

PROBATE

and made oath that

he saw the within named

Lester D. Heaton and Frances M. Heaton

Julius B. Aiken, Jr.

sign, scal and as their

act and deed deliver the within written mortgage deed, and that ... he with

Alice Lamm

witnessed the execution thereof.

RENUNCIATION OF DOWER

SWORN to before me this the

(SEAL) (SEAL) (SEAL)

My Commission Expires 3-9-31

## State of South Carolina COUNTY OF GREENVILLE

Julius B. Aiken

Notary Public for South Carolina

, a Notary Public for South Carolina, do

Frances M. Heaton

the wire of the within named. BESCEL D. HERCOIL
did dus day oppear before me, and, upon being privately and separately examined by me, did declare that she does freely, voluntarily
and without my compulsion dread or fear of any person or persons whomsoever, renounce, release, and forever relinquish unto the
within named Mortgagee, its successors and assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all Lester D. Heaton and singular the Premises within mentioned and released.

CIVES unto my hand and seal, this 23rd

of August A.D. 1972

Like Like (SEAL)

Notary Public for South Carolina

Recorded August 23, 1972 at 11:11 A. M., #5510

My Commission Expires 1-13-80

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