

see 1411 20473

14. That in the event this mortgage should be foreclosed, the Mortgagor expressly waives the benefits of Sections 45-88 through 45-96 of the 1962 Code of Laws of South Carolina, as amended, or any other impairment laws.

THE MORTGAGE 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 in default.

2. That the Mortgagor shall hold and carry 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 entirely 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 received 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. Whenever 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 30th day of January, 1979.

Signed, sealed and delivered in the presence of:

Alvina E. Bagwell
Alvina E. Bagwell

John A. Bolen, Inc. (SEAL)

By: *John A. Bolen* (SEAL)

John A. Bolen, President

(SEAL)

(SEAL)

State of South Carolina
COUNTY OF GREENVILLE

PROBATE

PERSONALLY appeared before me Alvina E. Bagwell and made oath that

she saw the within named John A. Bolen, Inc.

sign, seal and as its agent and deed deliver the within written mortgage deed, and that she with

Jerry L. Taylor

attested the execution thereof

SWORN to before me this 30th

day of January, A.D. 1979

Jerry L. Taylor
Notary Public for South Carolina
My Commission Expires 7/15/80

(SEAL)

Alvina E. Bagwell

State of South Carolina
COUNTY OF GREENVILLE

RENUNCIATION OF DOWER
(NOT APPLICABLE)

1.

a Notary Public for South Carolina, do

hereby certify to all whom it may concern that Mrs.

Alvina E. Bagwell

did this day appear before me and personally sign, seal and deliver the within written instrument, and she has freely, voluntarily and without any compulsion, fraud, duress or any other person's influence, and forever relinquish unto the within named John A. Bolen, Inc. all her interest and claim, and also all her right and claim of Dower of record to all and singular the Premises within mentioned and hereunto.

GIVEN unto my hand and seal this

day of January, A.D. 1979

Jerry L. Taylor
Notary Public for South Carolina

(SEAL)

My Commission Expires

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