

1478 833

any of a judgment enforcing this Mortgage... Borrower pays for all... the Note and notes securing Future Advances... covenants or agreements of Borrower contained in this Mortgage... paragraph 18 hereof, including, but not limited to, reasonable attorney's fees and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired.

20. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

21. FUTURE ADVANCES. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus US \$ .00

22. RELEASE. Upon payment of all sums secured by this Mortgage, this Mortgage shall become null and void, and Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. WAIVER OF HOMESTEAD. Borrower hereby waives all right of homestead exemption in the Property.

IN WITNESS WHEREOF, BORROWER has executed this Mortgage.

Signed, sealed and delivered in the presence of:

JACK H. MITCHELL, III  
LINDA D. FORRESTER

WILLIAM P. CLARK (Seal)  
BARBARA A. CLARK (Seal)

STATE OF SOUTH CAROLINA GREENVILLE County ss:

Before me personally appeared Jack H. Mitchell, III and made oath that he saw the within named Borrower sign, seal, and as their act and deed, deliver the within written Mortgage; and that he with Linda D. Forrester witnessed the execution thereof. Sworn before me this 30th day of August, 1979.

Linda D. Forrester (Seal) JACK H. MITCHELL, III  
Notary Public for South Carolina—My commission expires 3/26/89

STATE OF SOUTH CAROLINA, GREENVILLE County ss:

I, Linda D. Forrester, a Notary Public, do hereby certify unto all whom it may concern that Mrs. Barbara A. Clark the wife of the within named William P. Clark 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 whomsoever, renounce, release and forever relinquish unto the within named GREER FEDERAL SAVINGS AND LOAN ASSOCIATION, its Successors and Assigns, all her interest and estate, and also all her right and claim of Dower, of, in or to all and singular the premises within mentioned and released.

Given under my hand and Seal, this 30th day of August, 1979.

Linda D. Forrester (Seal) BARBARA A. CLARK  
Notary Public for South Carolina—My commission expires 3/26/89

(Space Below This Line Reserved For Lender and Recorder)

DILLARD, MITCHELL & ARIALL, P. A.

7391 AUG 30 1979

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

WILLIAM P. CLARK AND  
BARBARA A. CLARK

TO

GREER FEDERAL SAVINGS AND  
LOAN ASSOCIATION

RE 6834

Filed for record in the Office of  
the R. M. C. for Greenville  
County, S. C. at 3:58 P.M.  
P. M. Aug. 30, 1979  
and record in Book 1478  
at page 865  
R.M.C. for G. Co., S. C.

\$68,800.00  
Lot 143 Hoppin John Ln  
Pebble Creek Pha 1

4328 RV-2