

(8) Should said property or any part thereof be taken or damaged by reason of any public improvements or other public projects or by fire, flood, earthquake, or in any other manner, Mortgagee shall be entitled to all compensation, awards, and other payments or relief that may be available to it by law, either by action or otherwise, and shall be entitled to file and prosecute in its own name any action or proceedings to enforce such compensation, awards, damages, rights of action and proceeds are hereby assigned to Mortgagee who may, after deducting therefrom all its expenses, including attorney's fees apply the same as provided above for insurance law proceeds. Mortgagee agrees to execute such further assignments of any compensation, award, damages, and the rights of action and proceeds as Mortgagee may require.

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(9) Mortgagee shall be subrogated to the ben of any and all prior encumbrances, liens or charges paid and discharged from the proceeds of the loan hereby secured, and even though said prior liens have been released of record, the repayment of said indebtedness shall be secured by such liens on the portions of said premises affected thereby to the extent of such payments, respectively.

(10) Whenever, by the terms of this instrument or of said Promissory Note, Mortgagee is given any option, such option may be exercised when the right accrues or at any time thereafter, and no acceptance by Mortgagee of payment of indebtedness in default shall constitute a waiver of any default then existing and continuing or thereafter accruing.

(11) If Mortgagee shall pay said note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgagee will, within the statutory period after written demand therefor by Mortgagee, execute a release or satisfaction of this Mortgage.

(12) Notwithstanding anything in this Mortgage or the Promissory Note secured hereby to the contrary, neither this Mortgage nor said Promissory Note shall be deemed to impose on the Mortgagee any obligation of payment, except to the extent that the same may be legally enforceable, and any provision to the contrary shall be of no force or effect.

(13) All Mortgagees shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained and in said promissory note.

(14) If any of the undersigned is a married woman, she represents and warrants that this instrument has been executed in her behalf, and that she has not executed the same as surety for another.

(15) Each of us, whether Principal, Surety, Guarantor, Endorser, or other party hereto, hereby waives and renounces, each for himself and family, any and all homestead or exemption rights either of us have under or by virtue of the Constitution or Laws of any State, or of the United States, as against this debt or any renewal thereof, and any security agreement taken to secure this note or any renewal thereof, and the undersigned, and each Surety, Endorser, Guarantor, or other party to this note, transfers, conveys and assigns to the Holder hereof, a sufficient amount of any homestead or exemption that may be allowed to the undersigned, or either of them, including such homestead or exemption as may be set apart in bankruptcy, to the extent permitted by law.

WITNESS THE MORTGAGOR'S hand and seal, this 11 day of Dec, 1980

Signed, sealed and delivered in the presence of:

(1) Gary W. Melton Witness Ronald Funk Mortgagee-Borrower (I.S.)  
Wanda J. Funk Mortgagee-Borrower (I.S.)  
(2) Charles McClintock Witness Charles McClintock Mortgagee-Borrower (I.S.)

STATE OF SOUTH CAROLINA  
COUNTY OF Spartanburg Inc

PERSONALLY APPEARED BEFORE ME Gary Melton 1st Witness

and made oath that he saw the within named Ronald and Wanda Funk sign, seal and as

for their act and deed deliver to the within written Mortgage and that he with Gary W. Melton 1st Witness  
Charles McClintock 2nd Witness

Subscribed and sworn to before me this 11 day of Dec, 1980  
E. Patrick Crowley Notary Public for South Carolina

Type Name E. Patrick Crowley My Commission Expires 7-10-89

STATE OF SOUTH CAROLINA  
COUNTY OF Spartanburg RENUNCIATION OF DOWER

I, E. Patrick Crowley a Notary Public for South Carolina do hereby certify unto all whom it may concern, that Mrs. Wanda Funk the wife of the within named Ronald Funk 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 or persons whatsoever, renounce, release, and forego her right and claim of Dower of, up to and singular the premises within mentioned and released, her executors and assigns, all her interest and estate, and also all her right and claim of Dower of, up to and singular the premises within mentioned and released.

Given under my hand and seal this 11 day of Dec, 1980  
Wanda J. Funk Wife's Signature  
E. Patrick Crowley Notary Public for South Carolina

Type Name E. Patrick Crowley My Commission Expires 7-10-89

Received for Recording:  
Month \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_

Time \_\_\_\_\_ o'clock \_\_\_\_\_ M. \_\_\_\_\_ P.M.

Mortgage Record Number 979

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County of SPARTANBURG

SPARTANBURG, 134 GARNER ROAD  
SPARTANBURG, SC 29202

From RONALD B. FUNK & WANDA L. FUNK  
PUNK  
TO AVCO FINANCIAL SERVICES, INC OR  
SPARTANBURG, 134 GARNER ROAD  
SPARTANBURG, SC 29202

Register Meane Conveyance  
Spartanburg, S.C.  
Recording Fee \$8,978.70

18562  
DEC 23 1980  
MORTGAGE

at 12:14 P.M.

15280

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