

4. That if default be made in the performance of any of the terms hereof, or if any of said rental or other sums be not paid to Association when due, Association, at its election, may declare the entire remaining unpaid principal and interest of any obligation or indebtedness then remaining unpaid to Association to be due and payable forthwith.

5. If undersigned fails to perform the covenants and agreements contained in this instrument, or if any action or proceeding is commenced which affects the property or title thereto or the interest of the Lender therein, then Lender, at Lender's option, may make such appearances, disburse such sums and take such action as Lender deems necessary to protect Lender's interest, including, but not limited to, disbursement of attorney's fees, and undersigned shall reimburse the Association for such expenses within 30 days after notice of same has been sent to the undersigned.

6. In the event of any default in the payment of this account, the undersigned agrees to pay all reasonable costs and expenses of collection, including, but not limited to, a reasonable attorney's fee of not less than 15% of the amount due.

7. That the Association may and is hereby authorized and permitted to cause this instrument to be recorded at such time and in such places as Association, in its discretion, may elect.

8. Upon payment of all indebtedness of the undersigned to the Association, this agreement shall be and become void and of no effect and until then it shall apply to and bind the undersigned, their heirs, legatees, devisees, administrators, executors, successors and assigns, and inure to the benefit of Bank and its successors and assigns. The affidavit of any officer or department manager of Association showing any part of said indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this agreement and any person may and is hereby authorized to rely thereon.

WITNESS David B. Ware x Kevin Mitchell

WITNESS Barbara D. Bishop x _____

Dated at: Taylors, S. C. 29687

October 6, 1978
Date

STATE OF SOUTH CAROLINA)
COUNTY OF) PROBATE

PERSONALLY appeared before me Barbara D. Bishop who, after being duly sworn, says that she saw the within-named Kevin Mitchell sign, seal, and as (his) (her) (their) act and deed deliver the within written instrument of writing, and that deponent with David Ware witnessed the execution thereof.

Subscribed and sworn to before me this 6th day of October, 1978.

Muriel E. Van Arken (L.S.)
Notary Public, State of South Carolina
My Commission expires May 12, 1987

Barbara D. Bishop
(Witness)

OCT 10 1978
11298 KX
B. E. FARMER, D. S. T. D.
P. O. BOX 817
TAYLORS, S. C. 29687
154

RECORDED 'OCT 10 1978 at 9:26 A.M.

11298

Filed for record in the office of
the R. M. C. for Greenville
county, S. C. at 9:26 o'clock
A.M. Oct. 10, 1978
and recorded in Deed Book
1089 at page 700
R. M. C. for G. Co. S. C.

4328 RV-2