

7. AND AS A FURTHER SECURITY for the payment of the debt and interest secured hereby, and for the performance of all the covenants of said Note and this Mortgage, the said Mortgagor does hereby transfer, set over, and assign to the said WACHOVIA MORTGAGE COMPANY, its successors or assigns, all of the rents and income of the said mortgaged premises for each and every year that the said debt and interest may be unpaid, together with all rights and remedies for enforcing the collection of the same; and that, upon filing suit of foreclosure, said WACHOVIA MORTGAGE COMPANY, its successors or assigns, shall be entitled to have a Receiver appointed to take charge of the said mortgaged premises, together with all the rents, profits, crops, and proceeds arising therefrom during such litigation, and in case of commencement of suit for foreclosure of this Mortgage or the placing thereof in the hands of an attorney for collection by reason of any default by said Mortgagor, his heirs, executors, administrators, or assigns, said Mortgagor, his heirs, executors, administrators, or assigns, hereby agree to pay to the holder and owner of said Note and Mortgage ten per cent of the amount secured by this Mortgage as an attorney's fee for the foreclosure of said Mortgage or the collection of the amount due, which attorney's fee shall be secured by this Mortgage the same as any other moneys herein mentioned.

8. AND IT IS FURTHER COVENANTED that the said Mortgagor, his heirs, executors, administrators, or assigns, shall hold and enjoy the said premises until default in payments, as provided in said Note, or a breach of any of the covenants of this Mortgage shall be made.

9. THE MORTGAGEE may release for such consideration, or none, as it may require, any portion of the above described land without, as to the remainder of the security, in any wise impairing or affecting the liens and priorities herein provided for the Mortgagee compared to any subordinate lienholder.

10. IN CASE THE SAID MORTGAGEE, or its successors or assigns, shall be made party to any suit at law or in equity, including condemnation and bankruptcy proceedings, by reason of this Mortgage, the reasonable charges for services in such suit or proceedings of attorneys of said Mortgagee, its successors or assigns, which may be fixed by the court in any such suit or proceeding, and all expenses in that behalf incurred, shall be immediately due and payable, with interest thereon at the rate of seven per cent per annum, and become so much additional indebtedness secured by this Mortgage.

Plural or singular words used herein to designate the undersigned, the parties of the first part, shall be construed to refer to the maker or makers of this Mortgage, whether one or more persons, or a corporation; and the use of any gender shall be applicable to all genders and all covenants and agreements herein made by the undersigned, shall bind the heirs, personal representatives, successors, and assigns of the undersigned, and every option, right, and privilege herein reserved or secured to the Mortgagee shall inure to the benefit of its successors and assigns.

WITNESS its hand and seal on the 9th day of October 1970

Signed, sealed, and delivered

In the presence of:

*Barbara G. Payne*  
Barbara G. Payne

DWELLINGS, LTD., OF SOUTH CAROLINA (SEAL)

BY: *A. Robert York* (SEAL)  
A. Robert York, Secretary (SEAL)

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE } ss.

Personally appeared before me Barbara G. Payne and made oath that s he saw the within-named Dwellings, Ltd., of South Carolina, by A. Robert York, Secretary, sign, seal, and as its act and deed deliver the within Deed; and that s he with Sidney L. Jay witnessed the execution thereof.

Sworn to before me this 9th day of October, 1970

*Sidney L. Jay*  
Notary Public for South Carolina  
Commission Expires October 20, 1979

*Barbara G. Payne*

STATE OF SOUTH CAROLINA }  
COUNTY OF } ss.

"MORTGAGOR-CORPORATION"  
RENUNCIATION OF DOWER

I, \_\_\_\_\_, Notary Public for South Carolina, do hereby certify unto all whom it may concern that Mrs. \_\_\_\_\_ the wife of the within-named \_\_\_\_\_, 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 whomsoever, renounce, release, and forever relinquish unto within-named WACHOVIA MORTGAGE COMPANY, its successors or assigns, all her interest and estate, and also 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 \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

Notary Public

Recorded Oct. 13, 1970 at 9:54 A. M., #8768.