

HEREBY AGREED THAT: (1) IF THE SAID MORTGAGOR SHALL FAIL OR NEGLECT TO PAY INSTALLMENTS ON SAID NOTE AND TIME SALES CONTRACT AS THE SAME MAY HEREAFTER BECOME DUE, OR UPON SALE OR OTHER DISPOSITION OF THE PREMISES BY MORTGAGOR, OR SHOULD ANY ACTION OR PROCEEDING BE FILED IN ANY COURT TO ENFORCE ANY LIEN ON, CLAIM AGAINST OR INTEREST IN THE PREMISES, OR AFTER FIVE (5) YEARS HAS ELAPSED FROM THE DATE HEREOF, THEN ALL SUMS OWING BY THE MORTGAGOR TO THE MORTGAGEE UNDER THIS MORTGAGE OR UNDER THE NOTE AND TIME SALES CONTRACT SECURED HEREBY SHALL IMMEDIATELY BECOME DUE AND PAYABLE AT THE OPTION OF THE MORTGAGEE. (2) IN THE EVENT OF FORECLOSURE, MORTGAGOR SHALL BE LIABLE FOR ANY DEFICIENCY REMAINING AFTER SALE OF THE PREMISES, AND APPLICATION OF THE PROCEEDS OF SAID SALE TO THE INDEBTEDNESS SECURED AND TO THE EXPENSES OF CONDUCTING SAID SALE, INCLUDING ATTORNEY'S FEES AND OTHER LEGAL EXPENSES ALLOWED BY LAW. (3) IN CASE THE INDEBTEDNESS SECURED HEREBY OR ANY PART THEREOF IS COLLECTED BY SUIT OR ACTION OR THIS MORTGAGE IS FORECLOSED, OR PUT INTO THE HANDS OF AN ATTORNEY FOR COLLECTION, SUIT, ACTION OR FORECLOSURE, MORTGAGOR SHALL BE CHARGEABLE WITH ALL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, WHICH SHALL BE IMMEDIATELY DUE AND PAYABLE AND ADDED TO THE MORTGAGE INDEBTEDNESS AND SECURED HEREBY. (4) UPON PAYMENT IN FULL BY SAID MORTGAGOR OF HIS INDEBTEDNESS HEREUNDER, MORTGAGEE SHALL RELEASE TO SAID MORTGAGOR THE ABOVE-DESCRIBED PREMISES ACCORDING TO LAW. (5) MORTGAGOR WILL PAY THE INDEBTEDNESS HEREBY SECURED PROMPTLY AND IN FULL COMPLIANCE WITH THE TERMS OF SAID NOTE AND TIME SALES CONTRACT. (6) ANY AWARD OF DAMAGES UNDER CONDEMNATION FOR INJURY TO, OR TAKING OF, ANY PART OR ALL OF SAID PROPERTY IS HEREBY ASSIGNED TO MORTGAGEE WITH AUTHORITY TO APPLY OR RELEASE THE MONIES RECEIVED, AS ABOVE PROVIDED, FOR INSURANCE LOSS PROCEEDS. (7) MORTGAGEE SHALL BE SUBROGATED TO THE LIEN OF ANY AND ALL PRIOR ENCUMBRANCES, LIENS OR CHARGES PAID AND DISCHARGED FROM THE PROCEEDS OF THE PROMISSORY NOTE AND TIME SALES CONTRACT HEREBY SECURED, AND EVEN THOUGH SAID PRIOR LIENS HAVE BEEN RELEASED OF RECORD, THE RE-PAYMENT OF SAID INDEBTEDNESS SHALL BE SECURED BY SUCH LIENS ON THE PORTIONS OF SAID PREMISES AFFECTED THEREBY TO THE EXTENT OF SUCH PAYMENTS, RESPECTIVELY. (8) WHENEVER, BY THE TERMS OF THIS INSTRUMENT OR OF SAID NOTE AND TIME SALES CONTRACT, 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. (9) NOTWITHSTANDING ANYTHING IN THIS

## DESCRIPTION CONTINUED

line of other property of grantor N. 68-03 E. 368.8 feet to an iron pin; thence S. 3-49 E. 173 feet to an iron pin; thence S. 86-11 W. 350 feet to nail in cap in center of Fork Shoals Road; thence with the center of said road N. 3-49 W. 58.3 feet to the point of Beginning.

BEING in all respects the same property conveyed to Donald L. Petersen and wife, Virginia K. Petersen by deed of J. P. Kellett, dated May 31, 1971, and recorded in Book 917, at page 136 of the RMC Office of Greenville County, South Carolina.

This Mortgage Assigned to: AVCO Financial Services

From Brick Homes, Inc.

on 4 day of Aug. 1971 Assignment recorded

in Vol. 1201 of R. E. Mortgages on Page 289

This 4 of Aug. 1971 # 3413