

BOOK 1253 PAGE 193

- (5) Should the property hereunder be damaged by reason of any public improvements or condemnation proceeding, or damaged by fire or other cause, Mortgagee shall be entitled to all compensation, awards, and other payments or relief therefor, and shall be entitled at its option to commence an action or to prosecute in its own name, any action or proceedings, or to make any compromise or settlement, in connection with such damage or damage. All 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 less proceeds. Mortgagor agrees to execute such further assignments of any compensation, award, damages, and the rights of action and proceeds as Mortgagee may require.
- (6) Mortgagee shall be subrogated to the lien 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.
- (7) 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.
- (8) If Mortgagor 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 Mortgagor, execute a release or satisfaction of this Mortgage.
- (9) 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 Mortgagor 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.
- (10) All Mortgagors shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained and in said promissory note.
- (11) 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.
- (12) 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 10th day of October, 19 72

Signed, sealed and delivered in the presence of:

(1) John M. Fogle Witness James C. Christian Mortgagor-Borrower (L.S.)

(2) David Wilson Witness Nellie Christian Mortgagor-Borrower (L.S.)

STATE OF SOUTH CAROLINA }
 COUNTY OF Spartanburg } ss.

PERSONALLY APPEARED BEFORE ME John M. Fogle
 1st Witness
James C. Christian sign, seal and as
 Mortgagor

and made oath that he saw the within named John M. Fogle
 his (her) act and deed deliver the within written Mortgage and that he with John M. Fogle
 witnessed the execution thereof. 1st Witness John M. Fogle

Sworn to before me, this 10th day of October, A.D. 19 72
 2nd Witness David Wilson

Joan O. Belcher (SEAL)
 Notary Public for South Carolina

Joan O. Belcher My Commission expires Nov 22, 1981
 Type Name

STATE OF SOUTH CAROLINA }
 COUNTY OF Spartanburg } ss. RENUNCIATION OF DOWER

I, Joan O. Belcher a Notary Public for South Carolina do hereby
 certify unto all whom it may concern, that Mrs. Nellie Christian the wife of the within
 named James C. Christian 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 the within named James C. Christian 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 10th day of October, A.D. 19 72
Nellie Christian Wife's Signature

Joan O. Belcher (SEAL) My Commission expires Nov 22, 1981
 Notary Public for South Carolina

Joan O. Belcher Recorded Oct. 13, 1972 at 11:38 A.M. # 11240
 Type Name