

DEED 1257 REC 145

11. It is agreed that at the option of the Mortgagee, this mortgage shall become due and payable forthwith if the Mortgagor shall convey away said mortgaged premises, or if the title shall become vested in any other person in any manner whatsoever other than by death of the Mortgagor.

12. It is agreed that at the option of the Mortgagee, this mortgage shall become due and payable forthwith if the Mortgagor shall place a second mortgage against the mortgaged premises, or allow an encumbrance or lien to accrue against such mortgaged premises, and fails within five (5) days after written notice by the Mortgagee to satisfy such second lien or encumbrance.

13. And lastly it is agreed by and between the parties hereto that all covenants herein shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. And the Mortgagor to hold and enjoy said premises until default of payment shall be made. But if he shall default in the payment of said monthly installments, or default in any of the covenants and provisions herein set forth, for a period of thirty (30) days, then in such event the Association may, at its option declare the whole amount hereunder at once due and payable, together with costs and attorney's fees, and shall have the right to foreclose this mortgage. And shall also pay a reasonable attorney's fee in the event that the Association should become a party to any suit involving this mortgage or the title to the premises herein described. The Mortgagor waives the benefit of any appraisement laws of the State of South Carolina. The failure of the mortgagee to claim an acceleration of maturity for one or more defaults under this mortgage shall not be a waiver of the right to accelerate for any subsequent default or defaults.

PROVIDED, ALWAYS, NEVERTHELESS, and on this EXPRESS CONDITION, that if the said Mortgagor, his heirs or legal representatives, shall on or before the payment day of each and every month, from and after the date of these presents, pay or cause to be paid to the INMAN FEDERAL SAVINGS AND LOAN ASSOCIATION, its successors or assigns, the monthly installments as set out herein, until said indebtedness, and all interest and amounts due thereon, shall have been paid in full, then this deed of trust and bargain shall become null and void, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF the Mortgagor has hereunto set his hand and seal this the 15th day of November in the year of our Lord One Thousand Nine Hundred and 72 and in the One Hundred and 97th year of the Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of:

James J. Neuman
Venable Vermont

Joe E. Hiott (SEAL)
Joe E. Hiott

Avenelle E. Hiott (SEAL)
Avenelle E. Hiott

STATE OF SOUTH CAROLINA, }
County of Spartanburg } PROBATE

PERSONALLY appeared before me *James J. Neuman* and made oath that he saw the within named Joe E. Hiott and Avenelle E. Hiott

sign, seal and, as their act and deed deliver the within written deed, for the uses and purposes therein mentioned, and that he with *Venable Vermont* witnessed the execution thereof.

Sworn to before me this 15th day of November 19 72.

Venable Vermont (SEAL)
Notary Public for South Carolina

James J. Neuman

My commission expires 12/15/80

STATE OF SOUTH CAROLINA, }
County of Spartanburg } RENUNCIATION OF DOWER

I, *Venable Vermont*, a Notary Public of South Carolina, do hereby certify unto all whom it may concern that Mrs. *Avenelle E. Hiott*, the wife of the within,

named *Joe E. Hiott* 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 INMAN FEDERAL SAVINGS AND LOAN ASSOCIATION, 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 15th day of November 19 72.

Venable Vermont (SEAL)
Notary Public for South Carolina

Avenelle E. Hiott
Avenelle E. Hiott

My commission expires 12/15/80

Recorded November 15, 1972 at 10:48 A. M., #14556