

14. That in the event this mortgage should be foreclosed, the Mortgagor expressly waives the benefits of Sections 45-58 (b)(1) and 45-59.1 of the 1962 Code of Laws of South Carolina, as amended, or any other appropriation laws.

THE MORTGAGEE COVENANTS AND AGREES AS FOLLOWS:

1. That should the Mortgagor prepay a portion of the indebtedness secured by this mortgage and subsequently fail to make a payment or payments as required by the above said promissory note, and such prepayment may be applied toward the stated payment of payments, insofar as possible, so that the principal debt will not be held contractually delinquent.

2. That the Mortgagee shall hold and enjoy the above described premises until there is a default under this mortgage or the note secured hereby, and it is the true meaning of this instrument that if the Mortgagee shall fully perform all the terms, conditions, and covenants of this mortgage, and of the note secured hereby, that then this mortgage shall be utterly null and void, otherwise to remain in full force and virtue.

It is mutually agreed that if there is a default in any of the terms, conditions or covenants of this mortgage, or of the note secured hereby, then, at the option of the Mortgagee, all sums then owing by the Mortgagor to the Mortgagee shall become immediately due and payable, and this mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this mortgage or should the Mortgagee become a party to any suit involving this Mortgage or the title, to the premises described herein, or should the debt secured hereby or any part thereof be placed in the hands of an attorney at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee, shall thereupon become due and payable immediately on demand, at the option of the Mortgagee, as a part of the debt secured thereby, and may be recovered and collected hereunder.

It is further agreed that the covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, grantees, and assigns of the parties hereto. Wherever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the hand and seal of the Mortgagee, this 11th day of December 1972

Signed, sealed and delivered in the presence of:

[Handwritten signatures]

[Handwritten signature] (SEAL)
(SEAL)
(SEAL)
(SEAL)

State of South Carolina
COUNTY OF GREENVILLE

PROBATE

PERSONALLY appeared before me

Shelby W. Bowling,

and made oath that

he is the within named JAMES A. Powell

at his act and deed deliver the within written mortgage deed, and that he with

Melvin K. Youmts,

witnessed the execution thereof

SWORN to before me this 11th

day of December, A. D. 1972

Notary Public for South Carolina

My Commission Expires 12/9/80

State of South Carolina
COUNTY OF GREENVILLE

RENUNCIATION OF DOWER
(Mortgagor not married)

Notary Public for South Carolina

hereby certify upon all which it may concern that Mrs.

the wife of the within named

did on this appear before me, and upon being privately and separately examined by me did declare that she does freely, voluntarily and without any compulsion, duress or fraud of any person whatsoever, renounce, release and forever relinquish unto the within named Mortgagor, his executors 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 unto my hand and seal this

day of A. D. 19

Notary Public for South Carolina

My Commission Expires