

9. It is agreed that the Mortgagor shall hold and enjoy the premises above conveyed until there is a default under this mortgage or in the note secured hereby. It is the true meaning of this instrument that if the Mortgagor shall fully perform all the terms, conditions, and covenants of this mortgage, and of the note secured hereby, this mortgage shall be utterly null and void; otherwise to remain in full force and virtue. 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 or on demand, at the option of the Mortgagee, as a part of the debt secured hereby, and may be recovered and collected hereunder.

10. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS The Mortgagor(s) hand and seal this 19th day of April 19 73

Signed, sealed, and delivered

In the presence of:

Nancy Joyce Davis  
Deborah H. Garrison

Edward E. Smalley (SEAL)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (SEAL)

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

**Probate**

PERSONALLY appeared before me THE UNDERSIGNED WITNESS made oath that he saw the within named EDWARD E. SMALLEY, III.,

sign, seal and as HIS act and deed deliver the within written deed, and that he, with

THE OTHER SUBSCRIBED WITNESS, witnessed the execution thereof.

SWORN to before me this the 19th day of April, A. D., 1973

Deborah H. Garrison

Nancy Joyce Davis (SEAL)  
Notary Public for South Carolina  
My commission expires: 12/16/80

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

**Renunciation of Dower**

I, NANCY JOYCE DAVIS, a Notary Public for South Carolina, do hereby certify unto all whom it may concern that Mrs. PATRICIA D. SMALLEY,

the wife of the within named EDWARD E. SMALLEY, III.,

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 FOUNTAIN INN FEDERAL SAVINGS AND LOAN ASSOCIATION, its successors, and 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 19th day of April

Patricia D. Smalley

A. D., 1973  
Nancy Joyce Davis (SEAL)  
Notary Public for South Carolina  
My commission expires: 12/16/80

Recorded April 19, 1973 at 12:12 P. M., # 29674