14. That in the event this mortgage should be foreclosed, the Mortgagor expressly waives the benefits of Sections 45-88 through 45-98.1 of the 1962 Code of Laws of South Carolina, as amended, or any other appraisement 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 aforesaid promissory note, any such prepayment may be applied toward the missed payment or payments, insofar as possible, in order that the principal debt will not be held contractually delinquent.

2. That the Mortgagor 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 Mortgagor 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 or 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 Mortgagor, this 4th day of October, 19 73

Signed, sealed and delivered in the presence of:

Carolyn J. Lehman
Fred D. Cox, Jr.

Albert W. Toney (SEAL)
Albert W. Toney
Linda A. Toney (SEAL)
Linda A. Toney
(SEAL)
(SEAL)

State of South Carolina
COUNTY OF GREENVILLE

PROBATE

PERSONALLY appeared before me Carolyn J. Lehman and made oath that

S he saw the within named Albert W. Toney and Linda A. Toney

sign, seal and as their act and deed deliver the within written mortgage deed, and that S he with

Fred D. Cox, Jr. witnessed the execution thereof.

SWORN to before me this the 4th day of October, A. D., 19 73
Fred D. Cox, Jr. (SEAL)
Notary Public for South Carolina
My Commission Expires 10/29/79

Carolyn J. Lehman

State of South Carolina
COUNTY OF GREENVILLE

RENUNCIATION OF DOWER

I, Fred D. Cox, Jr., a Notary Public for South Carolina, do

hereby certify unto all whom it may concern that Mrs. Linda A. Toney

the wife of the within named Albert W. Toney 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 Mortgagee, 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 unto my hand and seal, this 4th day of October, A. D., 19 73
Fred D. Cox, Jr. (SEAL)
Notary Public for South Carolina
My Commission Expires 10/29/79

Linda A. Toney

Recorded October 5, 1973 at 12:55 P. M., # 9796

7-70

4328 RV.2