

...shall and property of any part thereof taken or damaged by reason of any public improvement...  
(6) Mortgagee shall be subrogated to the lien of any and all prior encumbrances, liens or charges paid and to be paid of those the proceeds of the sale hereby secured, and even though said prior liens have been released of record, the repayment of said said debt shall be secured by such lien 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 said 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 17 day of June 1974

Signed, sealed and delivered in the presence of  
(1) Lewis W. Bolin  
(2) [Signature]  
Witness: John H. Dawkins & Lois Dawkins, Mortgagor Borrower (U.S.)  
Lewis W. Bolin, Mortgagor Borrower (U.S.)  
Robert M. Kelley, Mortgagor Borrower (U.S.)

STATE OF SOUTH CAROLINA  
COUNTY OF Spartanburg, S. C.  
PERSONALLY APPEARED BEFORE ME  
and made oath that he saw the within named  
his presence and duly deliver the within written Mortgage and that he witnessed the execution thereof.

Sworn to before me, this 17th day of June 1974  
Notary Public for South Carolina  
Lewis W. Bolin  
John Henry Dawkins & Lois Dawkins  
Mortgagors  
Lewis W. Bolin  
Robert M. Kelley

Joan O. Belcher  
Type Name  
Nov 22, 1981

STATE OF SOUTH CAROLINA  
COUNTY OF Spartanburg, S. C.  
I, Joan O. Belcher  
Lois Dawkins  
the wife of the within named  
John Henry Dawkins

do hereby certify that I am a competent and disinterested person, and upon being privately and separately examined by me, I do declare that she does freely, voluntarily and without any compulsion, duress, fraud, or other improper or unlawful influence, and for the purpose of releasing the within named Avco Financial Services of Spbg., Inc. from all her interest and estate, and also all her right and claim of Dower of, or to be claimed, in the premises situated in the county and State aforesaid.

Given under my hand and seal this 17th day of June 1974  
Notary Public for South Carolina  
Lois Dawkins  
Nov 22, 1981

RECORDED JUN 25 '74 32937  
From John H. and Lois Dawkins  
to Avco Financial Services of Spbg., Inc.  
Mortgage Record Number 627  
Page Number 131L  
Recorder Signature Greenville  
State of South Carolina  
Recording Fee \$2,808.00  
City 104 57, Nicholstown Helights, No. 2, City

1014-628

RESO

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