

1417 44194

copy of a copy, not exceeding this Mortgage, as the Lender may require, and to have them filed in the office of the Clerk of the N.C. and to record, securing Future Advances, if any, held by the Lender, and to pay all reasonable expenses of recording, including the costs of recording the documents or agreements of Borrower contained in the Mortgage, and Borrower shall pay all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender deems reasonably requisite to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpeded. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall pay to Lender, under paragraph 18 hereof, or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

21. FUTURE ADVANCES. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, nor including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus US \$ .00

22. RELEASE. Upon payment of all sums secured by this Mortgage, this Mortgage shall become null and void, and Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. WAIVER OF HOMESTEAD. Borrower hereby waives all right of homestead exemption in the Property.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Signed, sealed and delivered  
in the presence of:

Betty D. Young  
Billy T. Hatcher

J. Carroll Fleming

(Seal)  
—Borrower

(Seal)  
—Borrower

STATE OF SOUTH CAROLINA

Greenville

County ss:

Before me personally appeared BETTY DE YOUNG and made oath that SHE saw the within named Borrower sign, seal, and as HIS act and deed, deliver the within written Mortgage, and that SHE with Billy T. Hatcher witnessed the execution thereof.

Sixteen before me this 29th day of November

, 1977

Billy T. Hatcher (Seal)  
Notary Public for South Carolina—My commission expires 9-23-79

Betty D. Young

STATE OF SOUTH CAROLINA,

Greenville

County ss:

I, Billy T. Hatcher, Notary Public, do hereby certify unto all whom it may concern that Mrs. Annie L. Fleming, the wife of the within named J. Carroll Fleming, 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 whatsoever, renounce, release and forever relinquish unto the within named GREER 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 29th day of November, 1977.

Billy T. Hatcher (Seal)  
Notary Public for South Carolina—My commission expires : 9-23-79

Annie L. Fleming

(Space Below This Line Reserved For Lender and Recorder)

RECORDED NOV 30 1977 At 9:01 A.M.

166-16

J. CARROLL FLEMING  
To  
GREER FEDERAL

MAIL:  
GREER FEDERAL  
107 CHURCH ST. X166-16  
GREER S.C. 29651

4328 M-2

Filed for record in the Office of  
the R. M. C. for Greenville  
County, S. C., at 9:02 o'clock  
A.M. Nov. 30, 1977  
and recorded in Real Estate  
Mortgage Book No. 427  
at page 191.

R.M.C. for G. Co., S.C.

\$4,400.00  
Lots 40 & 41 Brown St. (Meadow)  
Greer, Chick Springs Tp.