

action or judgment against the Mortgagor or the Lender, or in any other manner, to foreclose the Note and Notes securing Future Advances, if any, failure to pay taxes, interest, or other amounts due under the Note and Notes securing Future Advances, if any, failure to pay costs of collection, or any other amounts due under the Note and Notes securing Future Advances, if any, failure to pay expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, or in collecting the debts and sums secured hereby, provided, however, that paragraph 18 hereof, including, but not limited to, reasonable attorney's fees, and all Borrower's taxes such debts and sums 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, prior to acceleration 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, net of 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 be null and void, and Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recording, 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:

*Herbert Smith Jr
Billy T. Batcher*

Billy T. Batcher

(Seal)

--Borrower

(Seal)

--Borrower

STATE OF SOUTH CAROLINA

Greenville

County ss:

Before me personally appeared **Herbert Smith, Jr.** and made oath that he saw the within named Borrower sign, seal, and as her act and deed, deliver the within written Mortgage; and that he witnessed the execution thereof.

Sworn before me this 6th day of December 1977

Billy T. Batcher

(Seal)

Notary Public for South Carolina—My commission expires : 9-23-79

Herbert Smith Jr

STATE OF SOUTH CAROLINA

Greenville

County ss:

FEMALE MORTGAGOR

I, **Mrs.** **Herbert Smith, Jr.**, a Notary Public, do hereby certify unto all whom it may concern that the wife of the within named **Borrower** 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 **GREEN RIVER FEDERAL SAVINGS AND LOAN ASSOCIATION**, its Successors and Assigns, all her interest and estate, and also all her right and claim of Dower, d. f. in or to all and singular the premises within mentioned and released.

Given under my hand and Seal, this day of

.19

(Seal)

Notary Public for South Carolina—My commission expires : 9-23-79

(Space Below This Line Reserved For Lender and Recorder)

RECORDED DEC 7 1977 At 8:59 A.M.

17-122

MAIL: Green Federal 17-122
P.O. Box 969 X 17-122
Greer SC 29651

Paid for record in the County
the Rec. No. 17-122
Com. Rec'd at 8:59 A.M.
A. M. Dec. 7, 1977
and recd by Rec. - Date
Montgomery 17-122
at page 992

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

Billy T. Batcher
This is to witness

\$ 25,000.00
Burgess Mills, Inc., Blue Ridge Dr.,
Chick Springs, NC 28711

4328 PW-23