

- (6) Should said property or any part thereof be taken or damaged by fire or any other casualty, Mortgagor shall be entitled to sue for payment of awards and other payments or funds that it may get and to be entitled at its option to commence, appear in and prosecute in its name any action or proceeding or to have any other process of suit, action or injunction with such taking or damage. All such compensation awards, damages, costs of action and proceeds are hereby assigned to Mortgagor, who shall, after deducting therefrom all its expenses, including attorney's fees, apply the same as provided above for insurance loss proceeds. Mortgagor agrees to execute such further assignments of any compensation award, damages, and the rights of action and proceeds as Mortgagor may request.
- (6) Mortgagor shall be subrogated to the benefit of any and all prior circumstances, losses or charges paid and discharged from the proceeds of the loan hereby secured, and even though said prior losses have been released of record, the repayment of said indebtedness shall be secured by such losses or the portions of said premises affected thereby to the extent of said payment, respectively.
- (7) Whenever, by the terms of this instrument or of said Promissory Note, Mortgagor is given any option, such option may be exercised after the right accrues or at any time thereafter, and no acceptance by Mortgagor of payment of indebtedness in default shall constitute a waiver of any default then existing and continuing or thereafter occurring.
- (8) If Mortgagor shall pay said note at the time and in the manner aforesaid and shall satisfy, comply with and fully perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgagor will return the statutory period after written demand therefor by Mortgagor, execute a release or satisfaction of this Mortgage.
- (9) Notwithstanding anything in the Mortgage or the Promissory Note recited 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 do or cause to do any act represented in this instrument that the instrument has been executed on his behalf, and that he has not executed the same as aforesaid, then:

(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 the Constitution of the State of South Carolina or in the United States, as against this debt or any renewal thereof, and any security agreement taken by the holder of this note and renewal thereof, and the undersigned, and each Surety, Endorser, Guarantor or other party to this note, transfer, conveys and assigns to the Holder hereof, as well as all right, title and interest in any homestead or exemption that may be allowed to the undersigned, or either of them, including such homestead or exemption as may be allowed in bankruptcy, to the extent permitted by law.

WITNESS THE MORTGAGORS hand and seal this 11th day of November 1977.

Signed sealed and delivered in the presence of

John H. Slagle
Judy S. Harton

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

PERSONALLY APPEARED BEFORE ME

and made oath that I, *John H. Slagle*, the witness named, *Betty Kenneth Slagle and Peggy Slagle*, do solemnly swear and declare that the foregoing is true to the best of my knowledge and belief and that I have signed and affixed my signature to the instrument above described, in the presence of the undersigned, and that I have done so voluntarily and without any threats or promises of any kind.

John H. Slagle AD 1977
Judy S. Harton AD 1977
Notary Public for South Carolina

Betty Kenneth Slagle
Mortgagor-Borrower

Peggy Slagle
Witness

Judy S. Harton
Witness

John H. Slagle
Witness

Judy S