

In case of breach by Borrower of the covenants and conditions of the Loan Agreement, Lender, at Lender's option, with or without entry upon the Property, (i) may invoke any of the rights or remedies provided in the Loan Agreement; (ii) may accelerate the sums secured by this Mortgage and invoke those remedies provided in paragraph 18 hereof; or (iii) may do both. If, up to completion of the improvements, sums disbursed by Lender to protect the security of this Mortgage up to the principal amount of the Note shall be treated as disbursements pursuant to the Loan Agreement, and such sums disbursed by Lender in excess of the principal amount of the Note shall be additional indebtedness of Borrower secured by this Mortgage. All such sums shall bear interest from the date of disbursement at the rate stated in the Note, unless collection from Borrower of interest at such rate would be contrary to applicable law in which event such amounts shall bear interest at the highest rate which may be collected from Borrower under applicable law, and shall be payable upon notice from Lender to Borrower requesting payment thereof.

If, after the commencement of amortization of the Note, the Note and this Mortgage are sold by Lender, from and after such sale the Loan Agreement shall cease to be a part of this Mortgage and Borrower shall not assert any right of set-off, counterclaim, or other claim or defense arising out of the Loan Agreement against the obligations of the Note and this Mortgage.

25. **Exemption from Personal Liability; Extensions, Etc., Not to Release Interest in Property.** If any person executes this Mortgage who did not execute the Note, then nothing contained in this Mortgage or in the Note setting out the obligations secured hereby shall obligate such person further than to bind such person's right, title, and interest in the mortgaged Property, and on default hereunder no deficiency or other personal judgment shall be demanded or entered against such person; but, extension of the time for payment, at any time, and from time to time, modification of amortization of the sums secured by this Mortgage, at any time, and from time to time, or other accommodations granted by Lender to any maker of the Note, at any time, and from time to time, without the consent of such person, shall not operate to release, in any manner, the liability of such person or such person's successors in interest insofar as such person's interest in the Property is concerned. Lender shall not be required, at any time, to commence proceedings against anyone who executed the Note or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by such person or such person's successors in interest. The provisions of paragraph 10 above also apply to any person who executes this Mortgage, whether or not such person executed the Note. The word "person" as used in this paragraph shall mean an individual, partnership, association, corporation and all other legal and commercial entities.

IN WITNESS WHEREOF, Borrower has executed this Mortgage as a Sealed Instrument.

Signed, sealed and delivered in the presence of:

Elizabeth M. Alexine
Alfred B. Schaefer

COTHMAN & DARBY BUILDERS, INC. (Seal)
By: *John C. Cochrane* (Seal)
Vice President

STATE OF SOUTH CAROLINA, GREENVILLE County ss:

Before me personally appeared, Elizabeth M. Alexine 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 Schaefer B. Hendrick witnessed the execution thereof.
Sworn before me this 12th day of January, 1979.

Alfred B. Schaefer (Seal) *Elizabeth M. Alexine*
Notary Public for South Carolina
My Commission expires 11/19/79

7:22 PM
1/19/79

STATE OF SOUTH CAROLINA.

COUNTY OF GREENVILLE

COTHMAN & DARBY BUILDERS, INC.

To

SOUTH CAROLINA FEDERAL SAVINGS AND LOAN ASSOCIATION

MORTGAGE

Filed this 12th day of

January, A. D. 1979

at 2:18 o'clock P. M.

and Recorded in Book 1455

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R. M. C. of COCHRAN & DARBY BUILDERS, INC.

Greenville County, S. C.

\$71,600.00

Lot 389 Stonnhill Ct.
SUGAR CREEK

RENUNCIATION OF DOWER NOT NECESSARY - CORPORATION

STATE OF SOUTH CAROLINA, County ss:

I, a Notary Public, do hereby certify unto all whom it may concern that Mrs. the wife of the within named 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 whomsoever, renounce, release and forever relinquish unto the within named 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 day of 19

(Seal)
Notary Public for South Carolina
My Commission expires

RECORDED: JAN 12 1979 at 2:18 P.M.

0055

4323 RV-2 J