

14. That in the event this mortgage shall be foreclosed, the Mortgagor expressly waives the benefits of Section 8558 through 8563 of the 1926 Code of Laws of the State of South Carolina, as amended, or any other applicable laws.

THE MORTGAGE COVENANTS AND AGREES AS FOLLOWS

1. That should the Mortgagor prepay a portion of the indebtedness secured by this mortgage, and subsequently fail to make a payment or payments as required by the above promissory note, any such prepayment may be applied toward the missed payment or payments, insofar as possible, in order that the principal debt will not be held contractually delinquent.

2. That the Mortgagee shall hold and enjoy the above described premises until there is a default under this mortgage or the note secured hereby, and it is the true meaning of this instrument that if the Mortgagee shall fully perform all the terms, conditions, and covenants of this mortgage and of the note secured hereby, that then this mortgage shall be void, null and void otherwise to remain in full force and value.

It is mutually agreed that if there is a default in any of the terms, conditions or covenants of this mortgage or of the note secured hereby, then at the option of the Mortgagee, all sums then owing by the Mortgagor to the Mortgagee shall become immediately due and payable and this mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the Mortgagee become a party to any suit involving this Mortgage or the title to the premises described herein, or should the debt secured hereby or any part thereof be placed in the hands of an attorney at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee, shall thereupon become due and payable immediately or on demand, at the option of the Mortgagee, as a part of the debt secured hereby, and may be recovered and collected hereunder.

It is further agreed that the covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, grantees, and assigns of the parties hereto. Wherever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the hand and seal of the Mortgagee, this **26th** day of **January**, 19**79**

Signed sealed and delivered in the presence of:
H. Samuel Stilwell
Olivia B. Norris

Keith R. Smith (SEAL)
KEITH R. SMITH
 (SEAL)
Donna O. Smith (SEAL)
DONNA O. SMITH
 (SEAL)

State of South Carolina
COUNTY OF GREENVILLE

PROBATE

PERSONALLY appeared before me **Olivia B. Norris** and made oath that

she saw the within named **Keith R. Smith and Donna O. Smith**

and that as **their** act and deed deliver the within written mortgage deed, and that **She with**

H. Samuel Stilwell witnessed the execution thereof.

SWORN to before me this the **26th** day of **January**, 19**79**
H. Samuel Stilwell (SEAL)
 Notary Public for South Carolina
 My Commission Expires **9/30/80**

Olivia B. Norris

State of South Carolina
COUNTY OF GREENVILLE

RENUNCIATION OF DOWER

I, **H. Samuel Stilwell**, a Notary Public for South Carolina, do

hereby certify unto all whom it may concern that Mrs. **Donna O. Smith**

the wife of the within named **Keith R. Smith** do hereby appear before me and renounce her present and separate estate in and to the above described premises, and she does freely, voluntarily and without any duress, fraud, or other legal impediment, and she does hereby relinquish to the within named Mortgagee, its successors and assigns, all her interest and estate in and to the above described premises, and she does hereby release and clear of Dower of, in or to all and singular the premises within mentioned and referred to.

GIVEN under my hand and seal of office, this **26th** day of **January**, 19**79**
H. Samuel Stilwell (SEAL)
 Notary Public for South Carolina
 My Commission Expires **9/30/80**

Donna O. Smith
DONNA O. SMITH

RECORDED **JAN 26 1979**

at **4:15 P.M.**