

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, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus US\$

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.

24. 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.

JAMES LEARY BUILDERS, INC.

Signed, sealed and delivered in the presence of:

H. Michael Spivey by: *James Leary* (Seal) - Borrower
Barbara M. Spivey (Seal) - Borrower

STATE OF SOUTH CAROLINA, GREENVILLE County ss:

Before me personally appeared *Barbara M. Spivey* and made oath that she saw the within named Borrower sign, seal, and as their act and deed, deliver the within written Mortgage; and that she with *H. Michael Spivey* witnessed the execution thereof.
Sworn before me this 4th day of June, 1979.

H. Michael Spivey (Seal) *Barbara M. Spivey*
Notary Public for South Carolina
My Commission expires 1/24/83

H. MICHAEL SPIVEY, ATTORNEY
35969 X

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE

James Leary Builders, Inc.

To

First Federal Savings and Loan Association
P.O. Drawer 408, Greenville, S.C. 29602

MORTGAGE

Filed this 5th day of June, A. D. 1979
at 3:03 o'clock P. M.,
and Recorded in Book 1469
Page 177 Fee, \$
R. M. C. Bank & Trust Co. P.O. Box 68
Greenville County, S. C.
\$41,600.00

Lot 170, Ment Drive,
Brentwood, Section 4

NO RENUNCIATION OF DOWER (CORPORATION MORTGAGOR)

STATE OF SOUTH CAROLINA, GREENVILLE County ss:

I, *H. Michael Spivey*, 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 JUN 5 1979
at 3:03 P.M. 35969

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