

va 1412 nre 211

any of the covenants and conditions of this Mortgage... Borrower shall pay to Lender... all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage...

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.

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 \$.00.

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.

IN WITNESS WHEREOF, BORROWER has executed this Mortgage.

Signed, sealed and delivered in the presence of:

Eve Chandler (Signature)
Tommy J. Lattimore (Signature)
Barry A. Harms (Signature) (Seal) - Borrower
Elizabeth A. Harms (Signature) (Seal) - Borrower

STATE OF SOUTH CAROLINA GREENVILLE County ss:

Before me personally appeared Eve Chandler 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 Tommy J. Lattimore witnessed the execution thereof. Sworn before me this 3rd day of July, 1979.

Tommy J. Lattimore (Signature) (Seal)
Eve Chandler (Signature)
Notary Public for South Carolina—My commission expires 5/17/87

STATE OF SOUTH CAROLINA GREENVILLE County ss:

I, Tommy J. Lattimore, a Notary Public, do hereby certify unto all whom it may concern that Mrs. Elizabeth Harms the wife of the within named Barry A. Harms 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 GREER FEDERAL SAVINGS AND LOAN ASSOCIATION, 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 3rd day of July, 1979.
Tommy J. Lattimore (Signature) (Seal)
Elizabeth A. Harms (Signature)
Notary Public for South Carolina—My commission expires 5/17/87

(Space Below This Line Reserved For Lender and Recorder)

TOMMY J. LATTIMORE 4250X

RECORDED JUL 3 1979 at 10:11 A.M.

250

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Barry A. Harms and
Elizabeth Harms

to

Greer Federal Savings and
Loan Association
P. O. Box 969
Greer, S. C. 29651

Filed for record in the Office of
the R. M. C. for Greenville
County, S. C., at 10:11 A.M.
A. M. July 3, 1979
and recorded in Real Estate
Mortgage Book 1472
at page 274

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

\$40,375.00
Lot Pelham Rd.

4328 RV-23