

AND IT IS FURTHER AGREED, by and between the said parties, that should legal proceedings be instituted for the foreclosure of this mortgage, or for any purpose involving this mortgage, or should the debt hereby secured be placed in the hands of an attorney at law for collection, by suit or otherwise, that all costs and expenses incurred by the mortgagee. **FIRST CITIZENS BANK & TRUST COMPANY, its successors** or assigns, including a reasonable counsel fee (of not less than ten per cent. of the amount involved) shall thereupon become due and payable as a part of the debt secured hereby, and may be recovered and collected hereunder.

PROVIDED, ALWAYS, and it is the true intent and meaning of the parties to these Presents, that when the said mortgagor, **his** heirs, executors or administrators shall pay, or cause to be paid unto the said mortgagee. **its** certain attorneys **successors** or assigns, the said debt, with the interest thereon, if any shall be due, and also all sums of money paid by the said mortgagee, **FIRST CITIZENS BANK & TRUST COMPANY, its successors** or assigns, according to the conditions and agreements of the said note, and of this mortgage and shall perform all the obligations according to the true intent and meaning of the said note and mortgage, and the conditions thereunder written, then this Deed of Bargain and Sale shall cease, determine and be void, otherwise it shall remain in full force and virtue.

AND IT IS LASTLY AGREED, by and between the said parties, that the said mortgagor **is** to hold and enjoy the said premises until default of payment shall be made.

WITNESS my Hand and Seal, this 20th day of September in the year of our Lord one thousand nine hundred and seventy-nine and in the ^{two} hundred and fourth year of the Sovereignty and Independence of the United States of America.

Signed, sealed and delivered in the presence of G. S. Way, Jr. (L. S.)
Cheryl May Baker
[Signature]
STATE OF SOUTH CAROLINA, County }
CHARLESTON

BEFORE ME personally appeared Cheryl May Baker and made oath that he saw the within named G. S. Way, Jr. sign, seal, and as his act and deed, deliver the within written Deed; and that she with Rivers T. Jenkins, Jr. witnessed the execution thereof.

Sworn to before me, this 20th day of September, A. D. 1979
[Signature] Notary Public for South Carolina (L. S.)
My Commission Expires: 6/11/89
STATE OF SOUTH CAROLINA, County }
CHARLESTON

I, Rivers T. Jenkins, Jr. a Notary Public, do hereby certify unto all whom it may concern, that Mrs. Sarah H. Way the wife of the within named G. S. Way, Jr. 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 or persons whomsoever, renounce, release and forever relinquish unto the within named **FIRST CITIZENS BANK & TRUST COMPANY, 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 20th day of September, A. D. 1979
[Signature] Notary Public for South Carolina (L. S.)
My Commission Expires: 6/11/89

RECORDED OCT 31 1979 at 2:15 P.M.

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