

1527 and 978

20. **ACCELERATION OF MORTGAGE.** Borrower shall be entitled to declare all sums secured by this Mortgage, or any part thereof, to be due and payable if Borrower fails to pay any sum due under this Mortgage, or if Borrower fails to make any payment of principal or interest or of any other amount required to be paid under this Mortgage, or if Borrower fails to perform any covenant or agreement contained in this Mortgage, and in either of such cases, Lender may, at its option, declare all sums secured by this Mortgage to be due and payable. In addition, if Borrower fails to pay any sum due under this Mortgage, Lender may, at its option, declare all sums secured by this Mortgage to be due and payable. Upon such declaration, all sums secured by this Mortgage shall continue unpaid until paid. Upon such payment and cure by Borrower, this Mortgage and the sums secured hereby shall remain in full force and effect as if no acceleration had occurred.

21. **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. The receiver shall be liable to account only for those rents actually received.

22. **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.

23. **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 recitation, if any.

24. **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:

*Jerry A. Merritt*  
*Linda D. Lewis*

Thomason & Janes Real Estate

By: *Joe G. Thomason* (Seal)  
Joe G. Thomason  
—Borrower  
By: *Bob R. Janes* (Seal)  
Bob R. Janes  
—Borrower

STATE OF SOUTH CAROLINA

Greenville

County ss:

Before me personally appeared *Linda D. Lewis* 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 *Jerry A. Merritt* witnessed the execution thereof.  
Sworn before me this 18<sup>th</sup> day of December 1980.

STATE OF SOUTH CAROLINA,

County ss: CORPORATE MORTGAGOR

I, a Notary Public, do hereby certify unto all whom it may concern that Mrs. *Linda D. Lewis*, the wife of the within named *Jerry A. Merritt*, 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 whatsoever, renounce, release and forever relinquish unto the within named GREEN FEDERAL SAVINGS AND LOAN ASSOCIATION, its Successors and Assigns, all her interest and estate, and also all her right and claim of Dweller, of, in or to all and singular the premises within mentioned and released.

Given under my hand and Seal, this 19 day of

19

(Seal)

Notary Public for South Carolina—My commission expires

Space Below This Line Reserved For Lender and Recorder

RECORDED DEC 18 1980

at 10:52 A.M.

15150

Filed for record in the Office of  
R. R. M. C. for Greenville  
Dec. 18, 1980  
R. R. M. C. for Greenville  
1527  
975  
R. R. M. C. for Greenville  
1527  
975

\$14,250.00  
Pt. Lot 47 Meridian Ave.  
Super Highway Homesites

4328 RV-2