

prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

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

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:

Gerald Rodriguez (Seal) - Borrower
Robert H. Manz (Seal) - Borrower
Judith J. Ellis (Seal) - Borrower

STATE OF CALIFORNIA, SANTA CLARA County ss:

Before me personally appeared Gerald Rodriguez and made oath that he saw the within named Borrower sign, seal, and as his act and deed, deliver the within written Mortgage; and that HE with Judith J. Ellis witnessed the execution thereof.

Sworn before me this 9th day of May, 1981.

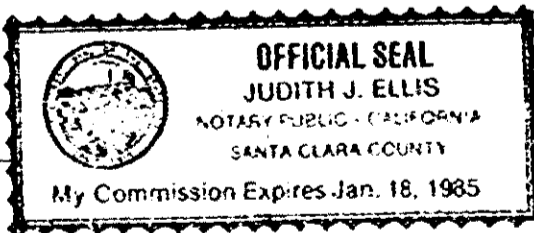
Judith J. Ellis (Seal) Notary Public for California
Gerald Rodriguez

RENUNCIATION OF DOWER NOT NECESSARY - MORTGAGOR NOT MARRIED
STATE OF SOUTH CAROLINA, County ss:

STATE OF CALIFORNIA SANTA CLARA
COUNTY OF ss. (INDIVIDUAL)
On this 9th day of MAY, 1981, before me, the undersigned, a Notary Public in and for said County, personally appeared ROBERT H. MANZ

known to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that He executed the same.
I witness my hand and official seal.

Judith J. Ellis
Notary Public in and for said County and State



JUDITH J. ELLIS
Name (Typed or Printed)

(This area for official notarial seal)

RECORDED MAY 12 1981 at 1:15 P.M.

31544

HAYNSWORTH, PERRY, BRYANT, MARION & JOHNSTONE, ATTYS.

31544 X
MAY 12 1981

Filed for record in the Office of the R. M. C. for Greenville County, S.C., at 1:15 o'clock P. M. May 12, 1981 and recorded in Real Estate Mortgage Book 1540 at page 957

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

\$50,300.00
Unit 12D Sugar Creek Villas
Hor. Pro. Reg.

4328 RV-2