

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, its successors or assigns, including a reasonable counsel fee (of not less than ten percent 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, their heirs, executors or administrators shall pay, or cause to be paid unto the said mortgagee, its certain attorneys, its 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, 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 mortgagors are to hold and enjoy the said premises until default of payment shall be made.

WITNESS OUR Hand and Seal, this 19 day of October in the year of our Lord

one thousand nine hundred and eighty-two and in the one hundred and sixteenth year of the Sovereignty and Independence of the United States of America.

Signed, sealed and delivered in the presence of W. F. Banister (L.S.)
Mary S. Banister
Sandra K. Taylor
Paul J. Fretwell Jr.

STATE OF SOUTH CAROLINA,
Anderson County

BEFORE ME personally appeared SANDRA K. Taylor

and made oath that he saw the within named W. F. Banister and Mary S. Banister sign, seal, and as their act and deed, deliver the within written Deed: and that he with

Samuel J. Fretwell Jr witnessed the execution thereof.

Sworn to before me, this 19 day of October A.D. 19 82
Paul J. Fretwell Jr. (L.S.)
Notary Public for South Carolina

MY COMMISSION EXPIRES 9-2-85
STATE OF SOUTH CAROLINA,
Anderson County

Samuel J. Fretwell Jr a Notary Public, do hereby certify unto all whom it

may concern, that Mrs. Mary S. Banister the wife of the within named W. F. Banister 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 Capital Bank & Trust, 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 19 day of October A.D. 19 82
Paul J. Fretwell Jr. (L.S.)
Notary Public for South Carolina
MY COMMISSION EXPIRES 9-2-85
Mary S. Banister

