

AND IT IS AGREED, by and between the parties that should legal proceedings be instituted for the collection of the debt secured hereby, then the mortgagee, its/his successors, heirs or assigns, shall have the right to have a receiver appointed of the rents and profits of the premises, who, after deducting all charges and expenses attending such proceedings, and the execution of the trust as receiver, shall apply the residue of the rents and profits towards the payment of the debt secured hereby.

AND IT IS FURTHER AGREED, by and between the parties that should legal proceedings be instituted for the foreclosure of this mortgage, or should the mortgagee become a party to any action by reason of this mortgage, or should the debt secured hereby be placed in the hands of an attorney at law for collection, by suit or otherwise, all costs and expenses incurred by the mortgagee, including a reasonable attorney's fee, shall thereupon become due and payable as a part of the debt secured hereby, and may be recovered and collected hereunder.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties, that if the mortgagor does and shall well and truly pay, or cause to be paid, unto the mortgagee, its/his successors, heirs and assigns, the debt or sum of money aforesaid, with interest thereon, and if any shall be due, according to the true intent and meaning of the note and this mortgage, then this mortgage shall cease, determine, and be utterly null and void; otherwise it shall remain in full force and virtue.

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

Any reference in this instrument to the plural shall include the singular, and any reference to the neuter shall include the male and female, the male shall include the female, and vice versa.

WITNESS the hand and the seal of the mortgagor.

Date: December 16, 1983.

IN THE PRESENCE OF:

Don G Thompson  
Margaret M. Thompson

Gary B. Peek (SEAL)  
Gary B. Peek (SEAL)

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE } PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named mortgagor, sign, and Seal, and as his act and deed deliver the within written mortgage, and that (s)he with the other witness whose signature appears above, witnessed the execution thereof.

SWORN to before me (date) December 16, 1983  
Don G Thompson (SEAL)

Margaret M. Thompson  
(Witness)

NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: 4/26/87

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE } RENUNCIATION OF DOWER

I, the undersigned Notary Public, do hereby certify unto all whom it may concern that the undersigned wife of the within named mortgagor 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 mortgagee its/his heirs, successors and assigns, all her interest and estate and also her right and claim of dower in or to all and singular the premises described herein.

Sworn to before me (date) December 16, 1983  
Don G Thompson (Seal)

Barbara L. Peek  
(Wife of Mortgagor)

NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission expires: 4/26/87

RECORDED DEC 19 1983 at 3:42 P.M.

DEC 19 1983

DON A. THOMPSON  
ATTORNEY-AT-LAW  
11 VILLAGE PLAZA WEST  
SIMPSONVILLE, SC 29088  
PH. (803) 967-4020

State of South Carolina  
COUNTY OF

GARY B. PEEK  
Mortgagor

TO  
BAYNE DEVELOPMENT CO., INC  
Mortgagee  
RT 1  
SIMPSONVILLE, SC 29681

**Real Estate Mortgage**  
(Individual)

I hereby certify that the within Real Estate Mortgage was filed for record in my office at 3:42 P.M. o'clock on the 19th day of December, 1983, and was immediately entered upon the proper indexes and duly recorded in Book 1640 of Real Estate Mortgages, page 513

R.M.C. Clerk of Court  
Greenville County, S. C.

\$8,200.00  
LATS 74, 75, 77, 78 & 79, Country ESTB., Sec. I  
Also Lot 130, Country Estab., Sec. II