

discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note 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 17 hereof, including, but not limited to, reasonable attorneys' 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.

**19. 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 17 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 17 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 attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

**20. Release.** Upon payment of all sums secured by this Mortgage, this Mortgage shall become null and void, and Lender shall release this Mortgage.

**21. Waiver of Homestead.** Borrower hereby waives all rights of homestead exemption in the Property.

**22. Waiver of Right of Appraisal.** Borrower hereby waives the right to assert any statute providing appraisal rights which may reduce any deficiency judgment obtained by Lender against Borrower in the event of foreclosure under this Mortgage.

**REQUEST FOR NOTICE OF DEFAULT  
AND FORECLOSURE UNDER SUPERIOR  
MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Signed, sealed and delivered in the presence of:

*Mark Bonlander* (Seal) Borrower  
*John Nelson Bender* (Seal) Borrower  
*David H. Zabriskie* (Seal) Borrower  
*Duane E. Bender* (Seal) Borrower

**ACKNOWLEDGEMENT OF WITNESS**

STATE OF SOUTH CAROLINA, GREENVILLE County ss:

Before me personally appeared MARK BONLANDER and made oath that HE saw the within named Borrower sign, seal, and as                      act and deed, deliver the within written Mortgage; and that he/she with the other witness subscribed above witnessed the execution thereof.

Sworn before me this 5th day of NOVEMBER, 19 84.

*H. P. Keller* (Seal) Notary Public for South Carolina  
*Mark Bonlander* (Seal) Witness

My commission expires:                     

**RENUNCIATION OF DOWER**

STATE OF SOUTH CAROLINA, GREENVILLE County ss:

I, H. P. KELLER, a Notary Public, do hereby certify unto all whom it may concern that Mrs. DUANE E. BENDER the 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 whomsoever, renounce, release and forever relinquish unto the within named Mortgagee, 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 5th day of NOVEMBER, 19 84.

*H. P. Keller* (Seal) Notary Public for South Carolina  
*Duane E. Bender* (Seal) Witness

(Space Below This Line Reserved For Lender and Recorder)

RECORDED NOV 8 1984 at 10:00 A/M

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NOV 8 1984  
11061 X

Filed for record in the Office of  
the R. M. C. for Greenville  
County, S. C., at 10:00 o'clock  
A/M, Nov. 8, 19 84  
and recorded in Real Estate  
Mortgage Book 1688  
at page 953

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

\$26,000.00  
Lot 74  
Sec. One, Pelham Woods

14328 W-21

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