0309

4328 RV.2

(5) Should said payments or any part thereof be taken in eminent domain proceedings or be sold by threat of condemnation or in any other manner, Mortgagee shall be entitled to all compensation, awards, damages, claims, rights of action and proceeds of any kind in connection with such taking and any such amount shall be applied on the indebtedness secured hereby, whether or not then due and payable, at such time and in such manner as Mortgagee may elect. Mortgagee shall have the right to make proof of loss, to adjust and compromise any claim for loss or damage under any insurance policy, to collect and receipt for any insurance proceeds, and to deduct from such proceeds its expenses incurred in the collection of such proceeds. Mortgagee is hereby authorized to apply such proceeds, or any part thereof, to the payment of any of the indebtedness or obligations secured hereby, whether or not then due and payable, in such order as Mortgagee may elect, or to release any such proceeds to Mortgagor for the repair or restoration of the premises covered by this Mortgage.

(6) Mortgagor shall be subrogated to the lien of any and all prior encumbrances upon the premises described herein which may be paid or satisfied by Mortgagee, regardless of whether such encumbrances are in default when paid or satisfied, and the lien of such encumbrances so paid or satisfied by Mortgagee shall not be deemed to be satisfied and extinguished but shall be held by Mortgagee as a valid lien against said premises to secure the payment of all sums advanced by Mortgagee under this paragraph.

(7) Whenever, by the terms of this instrument or of said Promissory Note, Mortgagee may elect to declare the entire indebtedness secured hereby to be immediately due and payable, such election may be made by Mortgagee at any time after default by Mortgagor in payment of any installment of principal or interest or any other indebtedness or obligation secured hereby, and such election may be made either before or after the commencement of foreclosure proceedings, and the exercise by Mortgagee of such election shall not be deemed to waive the right of Mortgagee to declare the balance of said indebtedness to be immediately due and payable because of any subsequent default.

(8) If Mortgagor shall pay said note at the time and in the manner aforesaid and in the manner aforesaid and shall abide by, comply with, and do perform all the covenants and agreements herein, then the conveyance shall be null and void and Mortgagee will, within the statutory period after written demand therefor by Mortgagor, execute a release or satisfaction of this Mortgage.

(9) Notwithstanding anything in this Mortgage or the Promissory Note secured hereby to the contrary, neither this Mortgage nor said Promissory Note shall be deemed to impose on the Mortgagor any obligation of payment, except to the extent that the same may be legally enforceable, and any provision to the contrary shall be of no force or effect.

(10) All Mortgagors shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained and in said promissory note.

(11) If any of the undersigned be a married woman, she represents and warrants that this instrument has been executed in her behalf, and that she has not executed the same as surety for another.

(12) Each of us, whether Principal, Surety, Guarantor, Endorser, or other party hereto, hereby waives and renounces, each for himself and family, any and all homestead or exemption rights either of us may have under or by virtue of the Constitution or laws of any State or of the United States, as against the debt or any renewal thereof, and any security agreement taken to secure the same or any renewal thereof, and the undersigned and each Surety, Endorser, Guarantor, or other party to the note, transfers, conveys and assigns to the Holder hereof, a sufficient part of the earnings, to the extent permitted by law, as may be necessary to satisfy any judgment against either of them, including such homestead or exemption, that may be allowed to the undersigned.

WITNESS THE MORTGAGOR'S hand and seal, this 12th day of June, 1981.

Signed, sealed and delivered in the presence of:

(1) William G. Wyatt — Witness
(2) Martha Wheeler — Witness

Robert L. Green (L.S.) Mortgagor-Borrower
Joan C. Green (L.S.) Mortgagor-Borrower
(L.S.) Mortgagor-Borrower
(L.S.) Mortgagor-Borrower

DOCUMENTARY STAMP TAX $ 2.44

STATE OF SOUTH CAROLINA
COUNTY OF Spartanburg } ss.

PERSONALLY appeared before me William G. Wyatt and makes oath that he saw the within named Robert L. Green and Joan C. Green sign, seal and as their act and deed deliver the within written instrument of writing and that he with Martha Wheeler witnessed the execution thereof.

Sworn to before me this 12th day of June, 1981.
William G. Wyatt, Jr.
Notary Public for South Carolina (SEAL)
My Commission expires 12 MAY 1986

STATE OF SOUTH CAROLINA
COUNTY OF Spartanburg } ss.

I, William G. Wyatt, Jr., a Notary Public for South Carolina, do hereby certify that Martha Wheeler, the wife of the within named Robert L. Green and Joan C. Green, 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 AVCO Financial Services of Spartanburg, Inc., 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 12th day of June, A.D. 1981.
William G. Wyatt, Jr.
Notary Public for South Carolina (SEAL)
My Commission expires 12 MAY 1986

SEP 14 1981

William G. Wyatt, Jr.
Type Name

(CONTINUED ON NEXT PAGE)

MORTGAGE

From: ROBERT L. GREEN AND JOAN C. GREEN

To: AVCO FINANCIAL SERVICES OF SPARTANBURG, INC. P O BOX 8007 SPARTANBURG, South Carolina

County of SPARTANBURG

AVCO FINANCIAL SERVICES

PAID BY ☐ CASH ☑ CHECK ☐ MONEY ORDER
DATE 9/4/81 MAIL PAPERS ON / /

Received for Recording
Month Day Year
LEATHERWOOD, WALKER, TODD & MANN
Time 6719
Mortgage Record Number
Page Number
Recorder Signature
For _____ County,
State of South Carolina

$ SATISFIED AND CANCELLED OF RECORD
Recording Fee 4 DAY OF Sept. 19 81
Dennis L. Tankersley
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 10:35 O'CLOCK A M. NO. 6719

3:16:10
JUN 15 1981

SATISFIED AND CANCELLED OF RECORD
14 DAY OF Sept. 19 81
Dennis L. Tankersley
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 10:35 O'CLOCK A M. NO. 6719

6719

Dennis L. Tankersley

Filed for record in the Office of the R. M. C. for Greenville County, S. C., at 10:35 o'clock A.M., Jun. 15, 19 81 and recorded in Real - Estate Mortgage Book 1544 at page 194

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

$131,000.15
Lots 284 & 284A cor. Chinquapin Ln & Bonaventure Dr., Botany Wds., Sec. VI