

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, may 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 any advances in accordance herewith to protect the security of this Mortgage, exceed the original amount of the loan.

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 recording, if any.

23. Waiver of Homestead. Borrower hereby waives all right of homestead protection in the Property.

IN WITNESS WHEREOF, Borrower has executed this Mortgage at Greenville, South Carolina, this 15th day of May, 1979.

Signed, sealed and delivered in the presence of:

Witness: T. Skelton, R.M. Farnsworth, Magdelyn Martens Drake, and another witness. Includes signatures and names of the parties and witnesses.

STATE OF SOUTH CAROLINA, GREENVILLE County ss:

Before me personally appeared Marian T. Skelton and made oath that she saw the within named Borrower sign, seal, and as her act and deed, deliver the within written Mortgage; and that she is John W. Farnsworth

MAR 16 1979 JOHN W. FARNSWORTH ATTORNEY 25277 X

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE. MADGE LYN MARTENS DRAKE 617 McDaniel Ave. Greenville, S.C. 29605

MORTGAGE

SOUTH CAROLINA FEDERAL SAVINGS AND LOAN ASSOCIATION 115 E. Camperdown Way Post Office Box 937 Greenville, South Carolina 29602

RECORDED MAR 5 1979 at 12:33 P.M. March 16, 1979 at 2:06 PM

Page 970 of 996 Fee \$ 25277. SATISFIED AND CANCELLED OF RECORD BY R.M.C. at 12:33 P.M. on March 23, 1983. M. No. 31131

Lot 2 McDaniel Ave., Greenville Tp.

