

14. That in the event this mortgage should be foreclosed, the Mortgagor expressly waives the benefits of Sections 45-88 through 15-801 of the 1968 Code of Laws of South Carolina as amended, or any other appraisalment laws.

**THE MORTGAGOR COVENANTS AND AGREES AS FOLLOWS:**

1. That should the Mortgagor prepay a portion of the indebtedness secured by this mortgage and subsequently fail to make a payment in payments as required by the aforesaid promissory note, any such prepayment may be applied toward the missed payment or payments, insomuch as possible, in order that the principal debt will not be held contractually delinquent.

2. That the Mortgagor shall hold and enjoy the above described premises until there is a default under this mortgage or the note secured hereby, and it is the true meaning of this instrument that if the Mortgagor shall fully perform all the terms, conditions, and covenants of this mortgage and of the note secured hereby, that then this mortgage shall be utterly null and void; otherwise to remain in full force and virtue.

It is mutually agreed that if there is a default in any of the terms, conditions, or covenants of this mortgage or of the note secured hereby, then, at the option of the Mortgagor, all sums then owing by the Mortgagor to the Mortgagor shall become immediately due and payable, and this mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this mortgage or should the Mortgagor become a party to any suit involving this Mortgage or the title to the premises described herein or should the debt secured hereby or any part thereof be placed in the hands of an attorney at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagor and a reasonable attorney's fee shall thereon become due and payable immediately or on demand at the option of the Mortgagor as a part of the debt secured thereby, and may be recovered and collected hereunder.

It is further agreed that the covenants herein contained shall bind, and the benefits and advantages shall accrue to, the respective heirs, executors, administrators, successors, grantees and assigns of the parties hereto. Wherever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the hand and seal of the Mortgagor, this 13th day of November 1972.

Signed, sealed and delivered in the presence of:

*Charles E. Howard*  
President & M. C. C.  
*Charles E. Howard*

*Katherine J. Mackay* (SEAL)

*John D. Saurer* (SEAL)

(SEAL)

(SEAL)

**State of South Carolina  
COUNTY OF GREENVILLE**

**PROBATE**

PERSONALLY appeared before me the undersigned witness and made oath that

he saw the within named MORTGAGOR

sign, seal and/or affix their act and deed deliver the withinwritten mortgage deed, and that he with the other witness aforesaid above witnessed the execution thereof.

SWORN to before me this the 13th day of November 1972  
*Charles E. Howard* (SEAL)  
 Notary Public for South Carolina  
 My Commission Expires April 13, 1981

*Janet S. Mackay*

**State of South Carolina  
COUNTY OF GREENVILLE**

**RINNUNCIATION OF POWER**

I, *Charles E. Howard*, a Notary Public for South Carolina, do hereby certify unto all whom it may concern that Mrs. *Ann D. Howard*

the wife of the within named *Philip J. Howard*, did declare that she does freely, voluntarily 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 whatsoever, renounce, release and forever relinquish unto the within named Mortgagor, its successors and assigns, all her interest and estate, and also all her right and claim of Power of, in or to all and singular the Premises within mentioned and released.

GIVEN unto my hand and seal, this 13th day of November 1972  
*Charles E. Howard* (SEAL)  
 Notary Public for South Carolina  
 My Commission Expires April 13, 1981

*Ann D. Howard*

Recorded November 13, 1972 at 11th P. N. #31361

Page 3

7-70