

proceeding... the Mortgage... the State of South Carolina... Lender... Borrower... expenses... enforcing Lender's remedies... and the Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage... shall continue uninterrupted... 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 prior to 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 sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus \$ 70,000.00.

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 recordation, if any.

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

IN WITNESS WHEREOF, Borrower has executed this Mortgage

Signed, sealed and delivered in the presence of:

Handwritten signatures of Brian Nixon and Ann Marie Nixon with printed names and "(Seal) - Borrower" labels.

STATE OF SOUTH CAROLINA GREENVILLE County ss

Before me personally appeared the undersigned witness and made oath that (s)he... saw the within named Borrower sign, seal and as their act and deed deliver the within written Mortgage; and that (s)he... with the other witness witnessed the execution thereof. Sworn before me this 12th day of January, 1979.

Handwritten signature of the notary public and the text "Notary Public for South Carolina".

My Commission Expires 11/19/79 STATE OF SOUTH CAROLINA GREENVILLE County ss

I, Mary E. Johnson, Jr., a Notary Public, do hereby certify unto all whom it may concern that Mrs. Anne Marie Nixon, the wife of the within named Brian Nixon, 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, duress or that of any person whatsoever, renounce, release and forever relinquish unto the within named South Carolina Federal Savings & Loan Association and Assigns, all her interest and estate, and also all her right and claim of Dower, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 12th day of January, 1979. Handwritten signature of the notary public and the text "Notary Public for South Carolina". My Commission Expires 11/19/79.

RECORDED JAN 12 1979 at 11:19 A.M.

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE, BRIAN NIXON and ANNE MARIE NIXON To SOUTH CAROLINA FEDERAL SAVINGS AND LOAN ASSOCIATION MORTGAGE Filed this 12th day of January, 1979 at 11:19 o'clock A.M. and Recorded in Book 1455 Page 17 R M C of GREENVILLE, Greenville County, S.C. \$71,000.00 Lot 359 Cliffwood Ct. "Sugar Creek"

6223 RV.23