

... of this Mortgage, the Borrower shall pay to the Lender all reasonable expenses incurred by the Lender in connection with the making of this Mortgage and in enforcing the Lender's remedies as provided herein, including the Lender's attorney's fees, and all other costs and charges as the Lender may incur in connection with this Mortgage. Lender's interest in the Property and Borrower's obligations under this Mortgage shall continue uninterrupted. Upon such payment and cure by Borrower, this Mortgage and the obligations hereunder shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver. In the event of any foreclosure by Borrower, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall appoint a receiver in accordance with paragraph 18 hereof or abandonment of the Property, and 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 of competent jurisdiction 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 and to the payment of the Lender's taxes, premiums on receiver's bonds and reasonable other expenses, and then to the payment of the Mortgage. The receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon the date of recording of this Mortgage, Lender, prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances shall be secured by this Mortgage when evidenced by promissory notes stating that such Future Advances are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage exceed the sum of \$100,000.00, and the Lender shall not be liable to protect the security of this Mortgage, except the amount provided for in this Section 21.

22. Release. Upon payment of the obligations secured by this Mortgage, this Mortgage shall become null and void, and Lender shall release this Mortgage and all charges hereunder. Borrower shall pay all costs of recording, if any.

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

IN WITNESS WHEREOF, Borrower has executed this Mortgage

Signed, sealed and delivered
in the presence of

John H. Chesser
Nancy K. Soelma

BOBBY JOE JONES BUILDERS, INC.

By: *F. J. Jones* (Seal)
President

STATE OF SOUTH CAROLINA Greenville COUNTY

Before me, the undersigned authority, on this _____ day of _____, 1979, personally appeared the undersigned _____, known to me to be the person whose name is subscribed to the foregoing Mortgage, and that _____, with the other witness above named, acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Sworn before me this _____ day of _____, 1979.
Nancy K. Soelma
Notary Public for South Carolina
My Comm. expires 4/1/79

STATE OF SOUTH CAROLINA Greenville COUNTY

I, _____, a Notary Public for the State of South Carolina, do hereby certify that _____, a _____, did this day appear before me and acknowledged to me that she does freely, voluntarily and without duress, coercion, fraud, or undue influence, execute and release, and forever relinquish unto the within named _____, Successors and Assigns, all her interest and estate, and that she executed the same for the purposes within mentioned and released.

Given under my Hand and Seal of Office this _____ day of _____, 19____.

RECORDED JAN 13 1979 at 2:11 P.M.

21-120

21-120

INDEXED
FILED
JAN 19 1979
REC'D

2:11 P.M.
Jan. 19, 1979
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620
R.M. Jones Co., S.C.

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