

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties of these presents, that if the said Mortgagor does and shall well and truly pay, or cause to be paid unto the said Mortgagee, its successors or assigns the said debt or sum of money aforesaid, with interest thereon, if any shall be due, according to the true intent and meaning of the said Promissory Note and condition thereunder written, then this deed of bargain and sale shall cease, determine and be utterly null and void. And the said Mortgagor doth hereby assign, set over and transfer to the said Mortgagee, its successors and assigns, all of the rents, issues and profits of the said mortgaged premises; accruing and falling due from and after the service of a summons issued in action to foreclose this mortgage after default in the conditions thereof.

AND IT IS AGREED by and between the parties that in the case of foreclosure of this mortgage, by suit or otherwise, the Mortgagee shall recover of the Mortgagor all costs of collection including a reasonable attorney's fee of not less than fifteen (15%) per cent of the principal and interest outstanding, which shall be secured by this mortgage, and shall be included in judgment of foreclosure.

WITNESS Our Hand and Seal this 23rd day of April in the year 1982

SIGNED, SEALED AND DELIVERED )

IN THE PRESENCE OF )

*R. McGee*  
*Beverly C. Kelley*

MORTGAGOR: *Jack D. Durham* (L.S.)  
Jack D. Durham

MORTGAGOR: *Jane W. Durham* (L.S.)  
Jane W. Durham

MORTGAGOR: \_\_\_\_\_ (L.S.)

MORTGAGOR: \_\_\_\_\_ (L.S.)

STATE OF SOUTH CAROLINA, )  
Greenville County. )

PERSONALLY appeared before me Rainer McGee and made oath that He saw the within-named Jack D. Durham and Jane W. Durham sign, seal, and, as Their act and deed, deliver the within-written Mortgage; and that He with Beverly C. Kelley witnessed that execution thereof.

Sworn to before me this 23rd day of April 1982  
*Beverly C. Kelley* 9/23/82 (L.S.)  
Notary Public for South Carolina.

*Rainer McGee*

STATE OF SOUTH CAROLINA, )  
Greenville County. )

RENUNCIATION OF DOWER

I, Beverly C. Kelley, do hereby certify unto all whom it may concern, that Mrs. Jane W. Durham the wife of the within-named Jack D. Durham 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 whomsoever, renounce, release and forever relinquish unto the within-named Mortgagee, Ford Motor Credit Company, its successors and assigns, all her interest and estate, and also 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 23rd day of April, A.D. 19 82  
*Beverly C. Kelley* 9/23/82 (L.S.)  
Notary Public for South Carolina.

*Jane W. Durham*

RECORDED APR 29 1982 at 12:16 P.M.  
R.M.C. for G. Co., S.C.  
Mortgage Book 1568 page 931  
and recorded in Real - Estate P.M. Apr. 29, 1982  
County, S. C., at 12:17 o'clock  
Filed for record in the Office of the R. M. C. for Greenville

\$10,807.09  
Lot 37 Galax Dr.  
RICHMOND HILLS  
KENNETH E. SOWELL  
ATTORNEY AT LAW  
500 PETTIGRU STREET  
GREENVILLE, S. C. 29601

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10.9.82

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