

4. That if default be made in the performance of any of the terms hereof, or if any of said rental or other sums be not paid to Association when due, Association, at its election, may declare the entire remaining unpaid principal and interest of any obligation or indebtedness then remaining unpaid to Association to be due and payable forthwith.

5. If undersigned fails to perform the covenants and agreements contained in this instrument, or if any action or proceeding is commenced which affects the property or title thereto or the interest of the Lender therein, then Lender, at Lender's option, may make such appearances, disburse such sums and take such action as Lender deems necessary to protect Lender's interest, including, but not limited to, disbursement of attorney's fees, and undersigned shall reimburse the Association for such expenses within 30 days after notice of same has been sent to the undersigned.

6. In the event of any default in the payment of this account, the undersigned agrees to pay all reasonable costs and expenses of collection, including, but not limited to, a reasonable attorney's fee of not less than 15% of the amount due.

7. That the Association may and is hereby authorized and permitted to cause this instrument to be recorded at such time and in such places as Association, in its discretion, may elect.

8. Upon payment of all indebtedness of the undersigned to the Association, this agreement shall be and become void and of no effect and until then it shall apply to and bind the undersigned, their heirs, legatees, devisees, administrators, executors, successors and assigns, and inure to the benefit of Bank and its successors and assigns. The affidavit of any officer or department manager of Association showing any part of said indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this agreement and any person may and is hereby authorized to rely thereon.

WITNESS David Ware X Joyce T. Gardner  
WITNESS Karen M. Blackston X Joe E. Gardner  
Dated at: Greenville, S. C.

April 28, 1977  
Date

STATE OF SOUTH CAROLINA ) PROBATE  
COUNTY OF GREENVILLE )

PERSONALLY appeared before me Karen M. Blackston who, after being duly sworn, says that she saw the within-named Joe E. & Joyce T. Gardner sign, seal, and as (his) (her) (their) act and deed deliver the within written instrument of writing, and that deponent with David B. Ware witnessed the execution thereof.

Subscribed and sworn to before me this 28th day of April, 1977

Karen M. Blackston  
(Witness)

Francis H. Miller (L.S.)  
Notary Public, State of South Carolina

My Commission expires April 9, 1979

Recorded May 3, 1977 at 10:33 A/M 20653

FILED record in the office of  
R. M. C. for Greenville  
at 10:33 o'clock  
A/M May 3 19 77  
1055  
at page 889  
R. M. C. for G. Co. S. C.

MAY 3 '77

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