4328 RV.2

prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby 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 US $.....

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:

Pat Terrell
D. Allen Grumbine

George W. McBrearty (Seal) —Borrower
George W. McBrearty

Debra A. McBrearty (Seal) —Borrower
Debra A. McBrearty

STATE OF SOUTH CAROLINA, GREENVILLE County ss:

Before me personally appeared Pat Terrell and made oath that she saw the within named Borrower sign, seal, and as their act and deed, deliver the within written Mortgage; and that she with D. Allen Grumbine witnessed the execution thereof.

Sworn before me this 11th day of August, 1976.

Carla B. Bennett (Seal)
Notary Public for South Carolina
My commission expires: Nov. 19, 1979.

Pat Terrell

STATE OF SOUTH CAROLINA, GREENVILLE County ss:

I, Carla B. Bennett a Notary Public, do hereby certify unto all whom it may concern that Mrs. Debra A. McBrearty the wife of the within named George W. McBrearty 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 whomsoever, renounce, release and forever relinquish unto the within named Mid-South Mortgage Co., Inc., its Successors and Assigns, all her interest and estate, and also all 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 11th day of August, 1976.

Carla B. Bennett (Seal)
Notary Public for South Carolina
My commission expires: Nov. 19, 1979.

Debra A. McBrearty

(Space Below This Line Reserved For Lender and Recorder)

RECORDED AUG 12 1976 at 11:49 A.M. 4151

Filed for record in the Office of the R. M. C. for Greenville County, S. C., at 11:49 o'clock A. M. Aug. 12 1976 and recorded in Real - Estate Mortgage Book 1375 at page 231

R.M.C. for G. Co., S. C.

$21,350.00
Unit 102 Stanley Dr., Harbor Town

PAID IN FULL AND SATISFIED THIS DATE 7/21/80
Rosemary Cunyan Asst. V. P.
Div. of West Side Fed. Sav & Ln Assn.
Witness
Witness

Adam Fisher, Attorney at Law, Greenville, South Carolina & Parham, Va. P. O. Box 11424

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To Mid-South Mtg. Co. Inc.

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