

9. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 60 days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the 60 day time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility) the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

It is agreed that the Mortgagor shall hold and enjoy the premises above conveyed until there is a default under this mortgage or in the note secured hereby. It is the true meaning of this instrument that if the Mortgagor shall fully perform all the terms, conditions, and covenants of this mortgage, and of the note secured hereby, that then this mortgage shall be utterly null and void, otherwise to remain in full force and virtue. If there is a default in any of the terms, conditions, or covenants of this mortgage, or of the note secured hereby, then, at the option of the Mortgagee, all sums then owing by the Mortgagor to the Mortgagee shall become immediately due and payable and this mortgage may be foreclosed. The Mortgagor waives the benefit of any appraisal laws of the State of South Carolina. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the Mortgagee become a party to any suit involving this mortgage or the title to the premises described herein, or should the debt secured hereby or any part thereof be placed in the hands of an attorney at law for collection by suit or otherwise, all costs and expenses (including continuation of abstract incurred by the Mortgagee, and a reasonable attorney's fee, shall thereupon become due and payable immediately or on demand, at the option of the Mortgagee, as a part of the debt secured hereby, and may be recovered and collected hereunder.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural; the plural the singular; and the use of any gender shall be applicable to all genders.

WITNESS their hands, and seals, this 1st day of January, 1979.

Signed, sealed, and delivered in presence of:

Richard Perry Frock SEAL
Richard Perry Frock

Tom Stephen Wilson SEAL
Tom Stephen Wilson

John H. Johnson SEAL
John H. Johnson

John H. Johnson SEAL
John H. Johnson

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Personally appeared before me, *Richard H. Johnson*, and made oath that he saw the within named *Richard Perry Frock* and *Tom Stephen Wilson* sign, seal and affix to their respective hands and seals the within deed, and that deponent, with whom they were present, witnessed the execution thereof.

Given under my hand and seal this 1st day of January, 1979.

Richard H. Johnson Notary Public in and for the State of South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF

NOTARY PUBLIC IN AND FOR THE STATE OF SOUTH CAROLINA

I,

the South Carolina Notary Public in and for the State of South Carolina, do hereby certify that the above instrument was acknowledged before me on the 1st day of January, 1979, upon being privately and separately examined by me, and to the best of my knowledge, the instrument contains only and without any compilation, fraud or trick of any kind, a true and accurate copy of the instrument described in the body of the instrument, the within named persons being the true and natural persons described in the instrument, and that the instrument is executed by them in their names and capacities, and for the intent and purpose therein set forth, and that the instrument is given to all and sundry to whom it may concern, and to all the world, to have and to hold the premises described in the instrument, and to all and sundry to whom the premises within the instrument may be transferred.

SEAL

Given under my hand and seal this 1st day of January, 1979.

Richard H. Johnson Notary Public in and for the State of South Carolina

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and recorded in Book _____ this _____ day of
Page _____ County, South Carolina

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Clerk

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