

I, the Mortgagor, further agree that should this instrument and the note secured hereby not be eligible for insurance under the National Housing Act within 2 months 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 2 months time from the date of this mortgage, declining to insure said note and this mortgage being deemed conclusive proof of such ineligibility, the Mortgagor 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 Mortgagor, all sums then owing by the Mortgagor to the Mortgagor 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 Mortgagor 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 Mortgagor, and a reasonable attorney's fee, shall thereupon become due and payable immediately or on demand, at the option of the Mortgagor, on 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.

IN WITNESS OUR HANDS and seals this 18th day of January 1979

Signed, sealed, and delivered in presence of:

Jere R. Davis SEAL
JERE R. DAVIS

Jack H. Mitchell SEAL
JACK H. MITCHELL, III

Linda D. Forrester SEAL
LINDA D. FORRESTER

Jennifer H. Davis SEAL
JENNIFER H. DAVIS

SEAL

SEAL

SEAL

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Personally appeared before me, *Jack H. Mitchell, III*, and made oath that he saw the instrument of *Jere R. Davis* and *Jennifer H. Davis*, signed and sealed before him, and that *Jere R. Davis* and *Jennifer H. Davis* are the persons described in the within deed, and that deponent, *Jack H. Mitchell, III*, witnessed the execution thereof.

Jack H. Mitchell, III
JACK H. MITCHELL, III

Signed and acknowledged to me this 18th day of January 1979

Notary Public in and for the County of Greenville, State of South Carolina
My commission expires 8/4/79

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

RENUNCIATION OF POWER

I, Linda D. Forrester, Notary Public in and for the State of South Carolina, do hereby renounce and release my power to act as Notary Public in and for the State of South Carolina, and to appear before me, and, upon being privately and separately examined by me, to sign any instrument, and without any compulsion, dread, or fear of any person, to whom such instrument may be shown, and to never relinquish unto the within-named *The South Carolina National Bank*, my power to act as Notary Public in and for the State of South Carolina, and to never allow it to be exercised, and I do hereby renounce, and release all my interest in the same, and do hereby declare, in writing, to all and sundry that the premises aforesaid are now and possessed

SEAL
JENNIFER H. DAVIS January 1979

Jennie H. Davis
My commission expires 8/4/79

Received and properly indexed in
and recorded in Book *1* this
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CLerk

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