

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 said 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 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 appraisement 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 abstracts) incurred by the Mortgagee, and a reasonable attorney's fee, shall thereupon be paid by the Mortgagor, to be paid in full 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 our hands and seals: this 1st day of December, 1978

Signed, sealed, and delivered in presence of:

Stephen R. Tate SEAL
STEPHEN R. TATE

Nicholas P. Mitchell

SEAL

Margaret B. Ketcham

Narda A. Tate SEAL
NARDA A. TATE

SEAL

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Personally appeared before me Margaret B. Ketcham and made oath that he was the within-named Stephen R. Tate and Narda A. Tate sign, seal, and as their act and deed deliver the within deed, and that deponent, with Nicholas P. Mitchell, III, witnessed the execution thereof.

Margaret B. Ketcham

Subscribed and subscribed before me this 1st day of December, 1978

My commission expires: 3-18-80

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

RENUNCIATION OF DOWER

I, Nicholas P. Mitchell, III, Notary Public in and for South Carolina, do hereby certify that on this day, Narda A. Tate, the wife of the within-named Stephen R. Tate, and 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, her present or future husband, or otherwise, and forever relinquish unto the within-named NCNB Mortgage South, Inc., her right, title, and claim, in, to, and to all and singular the premises within, to, upon, and to be used.

Narda A. Tate SEAL

Witness my hand and seal: this 1st day of December, 1978

Nicholas P. Mitchell

My commission expires: 3-18-80

Received and properly indexed in and recorded in Book this day of 1978 Page County, South Carolina

Clerk

Re-RECORDED FEB 12 1979 at 11:17 A.M. 233311

RECORDED DEC 4 1978 at 11:02 A.M. 161110

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