

sec. 1360 and 990

And it is further agreed between the Mortgagor and the Association that should the improvements upon the premises herein described be wholly or partially in process of construction and there is a cessation of work for a period of six (6) months, then in such event the Association may, at its option, declare the whole amount due and payable and foreclose this mortgage. In case the unexpended portion of the loan for the purpose of completion of the improvements without any liability to the Mortgagor, by other party to this instrument.

It is further agreed that should the improvements upon the premises herein described be destroyed by fire or casualty, or the same, or the greater portion thereof, is removed from the premises without the written consent of the Association, then in such event the Association shall have the privilege of declaring the total indebtedness due and payable and this instrument in default and to close the same.

And lastly it is agreed by and between the parties hereto that all the covenants herein shall bind and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. And the Mortgagor to hold and enjoy said premises until default of payment shall be made. But if he shall default in the payment of said note or in any installments of interest therein provided, or default in any of the covenants and provisions herein set forth, then in such event the Association may, at its option declare the whole amount hereinunder at once due and payable, together with costs and attorney's fees, and shall have the right to foreclose this mortgage. And shall also pay a reasonable attorney's fee in the event that the Association should become a party to any suit involving this mortgage or the title to the premises herein described. The Mortgagor waives the benefit of any appraisal laws of the State of South Carolina.

PROVIDED, ALWAYS, NEVERTHELESS, and on this EXPRESS CONDITION that if the said Mortgagor, his heirs or legal representatives, shall on or before the dates specified in said note, pay or cause to be paid to the SOUTH CAROLINA FEDERAL SAVINGS AND LOAN ASSOCIATION, its successors or assigns, the principal and interest as set out herein, until said indebtedness, and all interest and amounts due thereon, shall have been paid in full, then this deed of trust and bargain shall become null and void, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF the Mortgagor has hereunto set his hand and seal this the **7th** day of **May**
in the year of our Lord One Thousand Nine Hundred and **Seventy-six** and in the **XXXXXX** Two Hundredth
year of the Independence of the United States of America.

Signed, Sealed and Delivered

in the Presence of:

Sharon H. Varner
E.P.W.D.

BROWN ENTERPRISES OF S. C., INC (SEAL)
BY: *John J. Wiley* (SEAL)
Vice-President and Secretary

STATE OF SOUTH CAROLINA } PRORATE
COUNTY OF GREENVILLE }

PERSONALLY appeared before me **Sharon H. Varner**

and made oath that **She** saw the within named Brown Enterprises of S. C., Inc. by its duly authorized officer sign, seal and as its act and deed deliver the within written deed, for the uses and purposes therein mentioned; and that **She** with **Ray R. Williams, Jr.** witnessed the execution thereof.

Sworn to before me this

7th day of **May**, **1976**
C.H.M. (SEAL)
My commission expires: **4-7-80**

STATE OF SOUTH CAROLINA } NOT APPLICABLE
COUNTY OF }

I, a Notary Public of South Carolina, do hereby certify unto all whom it may concern that Mrs. **Varner**, the wife of the within named **Ray R. Williams, Jr.** 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 or persons whatsoever renounce, release and forever relinquish unto the within named SOUTH CAROLINA FEDERAL SAVINGS AND LOAN ASSOCIATION, 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

day of **May**, **19**
(SEAL)
Notary Public for South Carolina.

RECORDED MAY 7 '76 At 4:54 P.M.

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