

And it is further agreed between the Mortgagor and the Association that should the improvements herein described be in process of construction and there is a cessation of work for a period of sixty (60) days, and should the work be resumed at the expiration of such event the Association shall have the following privileges: (a) to apply any unexpended balance of the loan to the mortgage indebtedness and declare the remaining portion due and payable, and foreclose this mortgage; (b) to use the proceeds of the loan for the purpose of completion of the improvements without any liability to the Mortgagor or any other party to this deed.

It is further agreed that should the improvements upon the premises herein described be destroyed by fire or accident, or the same, or the greater portion thereof, is removed from the premises without the consent of the Association, then in such event the Association shall have the privilege of declaring the total indebtedness due and payable and this mortgage in default and to foreclose 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 hereunder 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 appurtenant 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 hereto set his hand and seal this **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*  
*[Signature]*

**BROWN ENTERPRISES OF S.C., INC. (SEAL)**  
BY *[Signature]* **(SEAL)**  
**Vice-President and Secretary**

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE } PROBATE

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 delivers 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**, 19**76**  
*[Signature]* (SEAL)  
Notary Public for South Carolina  
My commission expires: **4-7-80**

*Sharon H. Varner*

STATE OF SOUTH CAROLINA }  
COUNTY OF } RENUNCIATION OF DOWER

I, \_\_\_\_\_, a Notary Public of South Carolina, do hereby certify unto all whom it may concern that Mrs. \_\_\_\_\_, the wife of the within named \_\_\_\_\_, 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 whomsoever 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 \_\_\_\_\_, 19\_\_\_\_ (SEAL)  
Notary Public for South Carolina.

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