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The Mortgagor further agrees that if the note and term to be paid thereon, or the principal amount thereof, or the National Housing Act, within **15 days** from the date hereof written statement made by the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development, dated subsequent to the **said** date or from the date of this mortgage, declining to make, and to pay, the note and this mortgage, being declared non-livable by the Mortgagee or the holder of the note, or, 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-mentioned until there is a default under this mortgage or in the note secured hereby. It is the true meaning of this agreement 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 (hand) and seal(s) this 17th day of August, 1983

signed, sealed, and delivered in presence of:

*Hassle Davis* SEAL  
Hassle Davis

*Nicholas P. Mitchell*  
Nicholas C. Crain

SEAL

SEAL

SEAL

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

Pursuant to a deposition before me, **Penita C. Crain**  
and in the year that he saw the witness named **Nicholas P. Mitchell, III**  
sign, seal, and as his  
wife **Nicholas P. Mitchell, III**

acted and behaved before the witness deposed, and that deponent,  
expressed the foregoing therein.

*Penita C. Crain*

Swear to and subscribed before me this

12th day of August, 1983

*Nicholas P. Mitchell*

STATE OF SOUTH CAROLINA  
COUNTY OF

**NO RESERVATION OF DOER - GRANTOR SINGLE**

I, **Penita C. Crain**, Notary Public in and for the State of South Carolina, do hereby certify unto all whom it may concern that Mrs. **Penita C. Crain**, the wife of the within-named **Nicholas P. Mitchell**, did this day appear before me and, upon being privately and separately examined by me, did declare that she does freely, voluntarily, and with no compulsion, dread, or fear of any person or persons, whomsoever, renounce, release, and forever relinquish unto the within-named **Nicholas P. Mitchell**, his heirs, executors, administrators, and assigns, all her interest and estate, and also all her right, title, and claim of ownership, or of full and singular the premises within mentioned and released.

Given under my hand and seal, this 12th day of August, 1983

Received and properly indexed in  
and recorded in Book **this**  
Page **County, South Carolina**

day of **19**

*Clark*

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