

4. The Mortgage Lender agrees that it is the intention of the parties to make this instrument a valid and binding instrument under the National Housing Act without limitation by the Department of Housing and Urban Development, and that the Deed of Trust will be filed with the Secretary of Housing and Urban Development subsequent to the date of execution of this instrument. The Mortgage Lender shall have the right to foreclose and take away the property being deeded in accordance with the terms of the Mortgage or the instrument of conveyance at its option for non-payment of the debt.

It is agreed by the Mortgagor that if and when the Mortgagor fails to pay the debt secured by this instrument to the Mortgagee under this instrument, then the Mortgagor shall be liable to the Mortgagee for all costs of collection, including attorney's fees, fully paid in all the courts, and in all departments of this State, and in all other departments of the Federal Government, and this instrument shall be attorney fees and costs otherwise incurred by the Mortgagee in the enforcement of the rights of the parties, in addition to the amounts of the debts, interest, and penalties, etc., that the Mortgagor shall be immediately due and payable to the Mortgagee, plus sum amounting to the Mortgagee shall be one immediately due and payable to the Mortgagee and this mortgage may be foreclosed. The Mortgagee waives the benefit of any agreement laws of the State of South Carolina. Should any legal proceedings be instituted by the Federal State 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 portion thereof be placed in the hands of a collector at law for collection by suit, or otherwise, all costs and expenses, including attorney's fees and costs incurred by the Mortgagee, and attorney's fees and costs incurred by the Mortgagee in the defense of any such action, shall be included in the debt secured by the Mortgage, and is part of the debt secured hereby, and may be recovered by the Mortgagee.

The covenants herein contained shall bind and the beneficiaries and executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the word "either" shall be applicable to all genders.

WITNESS their hands and seals the 17th day of July 1975.

Signed, sealed, and delivered in presence of:

Dennis B. Carithers SEAL

Dennis B. Carithers

Barbara Carithers SEAL

Barbara Carithers

SEAL

SEAL

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Personally appeared before me Kathy H. Brissey and made oath that she saw the within-named Dennis B. Carithers and Barbara Carithers sign, seal and as their wife Thomas C. Brissey and did deliver the within deed, and that deponent witnessed the execution thereof.

Kathy H. Brissey

Sworn to and subscribed before me this

17th day of July 1975.

Notary Public for South Carolina

My Commission expires 4/7/79.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

RESIGNATION OF POWER

I, Thomas C. Brissey for South Carolina, do hereby certify unto all whom it may concern that Mrs. Barbara Carithers, the wife of the within-named Dennis B. Carithers 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, wheresoever, renounce, release, and forever relinquish unto the within-named Aiken-Speir, Inc. its successors and assigns, all her interest, and estate, and also all her right, title, and claim of power of, in, or to all and singular the premises within mentioned and released.

Barbara Carithers SEAL
Barbara Carithers July 1975.

Notary Public for South Carolina

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

day of _____ 19_____

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Clerk

SEARCHED JUL 21 1975 AT 1:15 P.M. # 4723
4:66
RE-SEARCHED AUG 16 1975 AT 1:55 P.M.

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