

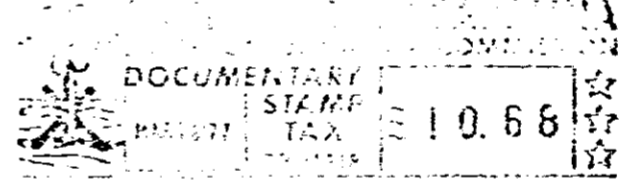
- (4) Should said property or any part thereof be taken or damaged by reason of any public improvements or condemnation proceeding or damaged by fire or in any other manner, Mortgagee shall be entitled to all compensation, awards, and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name, any action or proceedings, or to make any compromise or settlement in connection with such taking or damage.
- (5) Whenever, by the terms of this instrument or of said Contract, Mortgagee is given any option, such option may be exercised when the right accrues or at any time thereafter, and no acceptance by Mortgagee of payment of indebtedness in default shall constitute a waiver of any default then existing and continuing or thereafter accruing.
- (6) If Mortgagor shall pay said Contract at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgagee will, within the statutory period after written demand therefor by Mortgagor, execute a release or satisfaction of this Mortgage.
- (7) Notwithstanding anything in this Mortgage or said Contract secured hereby to the contrary, neither this Mortgage nor said Contract shall be deemed to impose on the Mortgagor any obligation of payment, except to the extent that the same may be legally enforceable, and any provision to the contrary shall be of no force or effect.
- (8) All Mortgagors shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained.
- (9) If any of the undersigned is a married woman, she represents and warrants that this instrument has been executed in her behalf, and for her sole and separate use and benefit and that she has not executed the same as surety for another, but that she is the Buyer hereunder.

WITNESS THE MORTGAGOR'S hand and seal, this 8th day of February, 19 77

Signed, sealed and delivered in the presence of: Sandra G. Smith (L.S.)  
Sandra G. Smith (L.S.)  
Nicholas P. Mitchell (L.S.)

STATE OF SOUTH CAROLINA  
 COUNTY OF Greenville

PERSONALLY APPEARED BEFORE ME Sandra G. Smith Denise Porter  
 and made oath that Sandra G. Smith sign, seal and as  
 his (her) act and deed deliver the within written Mortgage and that Nicholas P. Mitchell he with Denise P. Porter  
 witnessed the execution thereof. Nicholas P. Mitchell 1st Witness  
 Sworn to before me this 8th day of Feb, A.D. 19 77  
Nicholas P. Mitchell (SEAL)  
 Notary Public for South Carolina  
 My Commission expires 3-18-80  
NICHOLAS P. MITCHELL, III  
 Type Name



STATE OF SOUTH CAROLINA  
 COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ a Notary Public for 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 \_\_\_\_\_ 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 \_\_\_\_\_ A.D. 19 \_\_\_\_\_  
 Notary Public for South Carolina (SEAL)  
 \_\_\_\_\_ Wife's Signature  
 My Commission Expires \_\_\_\_\_  
 Type Name

RECORDED MAR 16 1977 At 12:42 P.M. 21117

From Denise P. Porter  
 To Nicholas P. Mitchell  
Denise P. Porter  
 County of \_\_\_\_\_ South Carolina

Received for Recording:  
 Month March Day 16th Year 1977  
 Time 12:42 o'clock P.M.  
 Mortgage Record Number 1391  
 Page Number 755  
 Recorder Signature \_\_\_\_\_  
 For \_\_\_\_\_ Greenville County,  
 State of South Carolina.  
 Recording Fee \$  
 \$ 26,611.20  
 Lot 4, Laurie Forest, Bates TP

MORTGAGE  
 MAR 16 1977  
 X 21117 X

4328 RV-2