

9. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within \_\_\_\_\_ from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the \_\_\_\_\_ time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility) the Mortgagee or the holder of the note may, 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 conveyed until there is a default under this mortgage or in the note secured hereby. It is the true meaning of this instrument 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 our hand(s) and seal(s) this 23rd day of June, 19 78

Signed, sealed, and delivered in presence of:

*R. C. Arsuame III*  
*Thomas A. Phillips*

*Charles S. Foss* [SEAL]  
Charles S. Foss  
*Gwendolyn F. Foss* [SEAL]  
Gwendolyn F. Foss  
[SEAL]  
[SEAL]

STATE OF SOUTH CAROLINA }  
COUNTY OF ~~Greenville~~ } ss:  
Spartanburg

Personally appeared before me and made oath that he saw the within-named sign, seal, and as their with Thomas A. Phillips

R. E. Browne, III,  
Charles S. Foss and Gwendolyn F. Foss  
act and deed deliver the within deed, and that deponent, witnessed the execution thereof.

*R. C. Arsuame III*

Sworn to and subscribed before me this 23rd day of June, 19 78.  
*Thomas A. Phillips*  
Notary Public for South Carolina

STATE OF SOUTH CAROLINA }  
COUNTY OF ~~Greenville~~ } ss:  
Spartanburg

My Commission Expires: 8-31-83  
RENUNCIATION OF DOWER

I, Thomas A. Phillips, a Notary Public in and for South Carolina, do hereby certify unto all whom it may concern that Mrs. Gwendolyn F. Foss, the wife of the within-named Charles S. Foss, 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 NCNB Mortgage South, Inc., its successors and assigns, all her interest and estate, and also all her right, title, and claim of dower of, in, or to all and singular the premises within mentioned and released.

Given under my hand and seal, this 23rd

*Gwendolyn F. Foss* [SEAL]  
Gwendolyn F. Foss  
day of June, 19 78.  
*Thomas A. Phillips*  
Notary Public for South Carolina

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

My Commission Expires: 8-31-83 day of 19

Clerk

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