

9. The Mortgagor further agrees that should this mortgage and the note be declared invalid or unenforceable for insurability under the National Housing Act within **60 days** 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 **said** time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such unenforceability, the Mortgagor 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 described 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 liability incurred by the Mortgagor, 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 hands and seals this 12th day of January 1979

Signed, sealed, and delivered in presence of:

John P. Reed

SEAL.

Twelfth Letter

Life

SFAI

E. P. Miller

Ellan S. Reed

SEAL.

**STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE**

Personally appeared before me **Nancy K. Gilbert**
and made oath that he saw the witness named **John P. Reed and Ellen S. Reed**
sign, seal, and as **their** **John P. Reed** did affix the witness' seal, and that defendant,
with **the other witness subscribed above** **Ellen S. Reed**,
witnessed the execution thereof.

Journal of Health Politics, Policy and Law, Vol. 35, No. 4, December 2010
DOI 10.1215/03616878-35-4 © 2010 by The University of Chicago

12th

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STATE OF SOUTH CAROLINA
COUNTY of Greenville

REFERENCES AND NOTES

J. E. P. Riley, Jr.

1. E. T. Riley, Jr.
2. Ellan S. Reed
3. John P. Reed
4. Colonial Mortgage Company

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

My Commission Expires 8-12-80

10-12-1974

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