

The Mortgagor further agrees that should this instrument and the note secured hereby be held to be unenforceable under the National Housing Act within 90 days after 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 invalidity, 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 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 appraisement 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 hands and seals this 18th day of January, 1979

Signed, sealed, and delivered in presence of:

*Alvina E. Bagwell*  
Alvina E. Bagwell

*Donald Michael Hart* SEAL

*Ruth Marie Poole Hart* SEAL

SEAL

SEAL

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

Personally appeared before me **Alvina E. Bagwell**  
and made oath that she saw the within named **Donald Michael Hart and Ruth Marie Poole Hart**  
sign, seal, and as their  
with **Jerry L. Taylor**

acted and deed delivered the within deed, and that deponent,

witnessed the execution thereof.  
*Alvina E. Bagwell*

Subscribed and sworn to before me this 18th day of January, 1979

*Jerry L. Taylor* (LS)  
Notary Public for South Carolina  
My Commission expires 7-15-80

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

EXTINGUISHMENT OF POWER

I, **Jerry L. Taylor**, a Notary Public in and for South Carolina, do hereby certify that all when it may concern that **Mrs. Ruth Marie Poole Hart**, the wife of the within named **Donald Michael Hart**, did this day appear before me, and, upon being privately and separately examined by me, did declare that she has freely, voluntarily, and without any compulsion, dread, or fear of any person or persons, relinquished, conveyed, and forever relinquish unto the within named **Bankers Life Company**, its successors and assigns, all her interest and estate in and to all her right, title, and claim of whatever kind or to all and singular the premises within mentioned and released.

*Ruth Marie Poole Hart* SEAL

Given under my hand and seal this 18th day of January, 1979

*Jerry L. Taylor* (LS)  
Notary Public for South Carolina  
My Commission expires 7-15-80

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

day of 19

Clerk

RECORDED JAN 18 1979

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