

- (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 20th day of April, 19 81

Signed, sealed and delivered in the presence of:

(1) P. L. Ledbetter 1st Witness W.C. & Mary F. Anderson (L.S.)
 (2) Elaine S. Ledbetter 1st Witness Elaine S. Ledbetter (L.S.)

North
 STATE OF ~~SOUTH~~ CAROLINA }
 COUNTY OF Mecklenburg } ss.

PERSONALLY APPEARED BEFORE ME P. L. Ledbetter
 and made oath that he saw the within named W. C. & Mary F. Anderson ^{1st Witness} sign, seal and as
 Mortgagor
 his (her) act and deed deliver the within written Mortgage and that he with Elaine S. Ledbetter ^{1st Witness}
 witnessed the execution thereof.
 Sworn to before me, this 20th day of April, A.D. 19 81)
Nancy Ballard (SEAL)
 Notary Public for North Carolina
 My Commission expires July 25, 1983
Nancy Ballard
 Type Name

North
 STATE OF ~~SOUTH~~ CAROLINA }
 COUNTY OF Mecklenburg } ss.

RENUNCIATION OF DOWER
 I, Nancy Ballard a Notary Public for North Carolina do hereby
 certify unto all whom it may concern, that Mrs. Mary F. Anderson the wife of the within
 named W. C. Anderson 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 Budget Brick Homes of America, Inc 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 20th Day of April, A.D. 19 81)
Nancy Ballard (SEAL)
 Notary Public for North Carolina
 My Commission Expires July 25, 1983
Nancy Ballard
 Type Name

RECORDED **JUL 22 1981** at 9:39 A.M. 1573

Received for Recording:	July 22 1981	9:39 A.M.
Time	22	Day
Month	July	Year
Mortgage Record Number	1547	
Page Number	545	
Recorder Signature	<u>Greenville</u>	County
For	<u>Greenville</u>	County
State of South Carolina		
Recording Fee	\$ <u>95,889.60</u>	
	<u>Lots 44 & 45 Pace Haven</u>	
	<u>Chick Springs Tp.</u>	

RECORDED
 JUL 22 1981
 MORTGAGE
 1573

05750

4328 RV-2