

- 12. If at any time all or any portion of the above-described mortgaged property shall be taken or damaged by condemnation proceedings under the power of eminent domain, all compensation awarded shall be paid directly to Mortgagee and applied on the indebtedness hereby accrued.
- 13. NOTICE — THE DEBT SECURED HEREBY IS SUBJECT TO CALL IN FULL OR THE TERMS THEREOF BEING MODIFIED IN THE EVENT OF SALE OR CONVEYANCE OF THE PROPERTY CONVEYED. In the event that the Mortgagor conveys the title (legal, equitable or both) to all or any portion of said premises including all or any portion of their interest by a land contract or similar instrument or in the event that such title becomes vested in a person other than the Mortgagor in any manner whatsoever except under the power of eminent domain, then in any such case the entire unpaid balance on the Retail Installment Contract secured hereby, less all unaccrued finance charges thereon, shall, at the option of Mortgagee at any time thereafter, become immediately due and payable without notice. Any such sale or conveyance by the Mortgagor shall constitute a default by the Mortgagor and the Mortgagee shall have all of the rights specified in the case of a default as set forth in Paragraph 14 below.
- 14. If default shall be made in the performance of any of the terms of the Retail Installment Contract or in the payment of any installments provided for therein or secured by this Mortgage, or in the repayment of any advances made by the Mortgagee to the Mortgagor, or in insuring said buildings or in the payment of taxes, or in the performance of any of the covenants herein, the Mortgagee, prior to acceleration, shall mail a notice to the Mortgagor specifying: (1) the nature of the default; (2) the action required by the Mortgagor to cure such default; (3) a date, not less than 30 days from the date the notice is mailed to the Mortgagor, by which such default must be cured; and (4) that failure to cure such default on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the property. If the breach is not cured on or before the date specified in the notice, Mortgagee at Mortgagee's option may declare all sums secured by this Mortgage, including all future advances, to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceedings. Mortgagee shall be entitled to collect in such proceeding all expenses of foreclosure, including but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.
- 15. Whenever the word "Mortgagor" is used in this instrument it is intended by the undersigned to refer to and include the person or persons, both masculine and feminine, who sign this mortgage, and their heirs, legal representative, successors and assigns, and also to refer to any subsequent purchasers or transferees of the mortgaged property, and it is further agreed that whenever the word "Mortgagee" is used in this instrument it is intended to include Mortgagee's successors and assignees. All persons, designed as "Mortgagor" herein shall be jointly and severally liable.
- 16. Any forbearance by Mortgagee in exercising any right of remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.
- 17. Mortgagee shall have the right to inspect the property after giving the Mortgagor an advance written notice.
- 18. The Mortgagor and each of them hereby waive all rights of homestead exemption in, and statutory redemption of, the Property and all right of appraisal of the Property and relinquishes all right of dower in the Property.
- 19. All remedies provided in this mortgage are distinct and cumulative to any other right or remedy under this mortgage or provided for by the terms of the Retail Installment Contract, or afforded by law or equity, and may be exercised concurrently, independently or successively.
- 20. Upon payment of all sums secured by this Mortgage, Mortgagee shall discharge this Mortgage. Mortgagor shall pay all costs of recordation, if any.

In Witness Whereof, Mortgagor has executed this Mortgage.

Signed, sealed and delivered in the presence of:  
Patricia J. Hoover  
Harold W. Abercrombie

T. G. Carroll (Seal)  
T. G. Carroll (Seal)  
Mary S. Carroll (Seal)  
Mary S. Carroll (Seal)

STATE OF SOUTH CAROLINA }  
 County of Greenville }

Before me personally appeared Patricia J. Hoover and made oath that she saw the within named T. G. Carroll and Mary S. Carroll sign, seal and as their act and deed, deliver the within written Mortgage, and that she with Harold W. Abercrombie witnessed the execution thereof.

Sworn to before me this 9th day of April, 1982.

Richard M. Fowler (Seal)  
 Notary Public for South Carolina  
 My Commission Expires: MAR 31 1990

Patricia J. Hoover  
 Witness

STATE OF SOUTH CAROLINA }  
 County of Greenville }

RENUNCIATION OF DOWER

I, Richard M. Fowler, a Notary Public, do hereby certify unto all whom it may concern that Mrs. Mary S. Carroll the wife of the within named T. G. Carroll 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 whomsoever, renounce, release and forever relinquish unto the within named CURTIS HOMES, a Partnership, its Successors and Assigns, all her interest and estate, and also 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 9th day of April, 1982.

Richard M. Fowler (Seal)  
 Notary Public for South Carolina  
 My Commission Expires: MAR 31 1990

Mary S. Carroll

(CONTINUED ON NEXT PAGE)

THIS INSTRUMENT PREPARED BY  
 Robert S. Ryan, Attorney At Law  
 2201 Florida Avenue South  
 Minneapolis, Minnesota 55426

STATE OF SOUTH CAROLINA

Mortgage  
Individual to Partnership

T. G. CARROLL and  
 MARY S. CARROLL,  
 husband and wife  
 TO

CURTIS HOMES, A PARTNERSHIP  
 2201 Florida Avenue South  
 Minneapolis, Minnesota 55426

Return to Curtis Homes, a Partnership  
 2201 Florida Avenue South,  
 Minneapolis, MN 55426

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