

acc 1352 pg 549

9. The Mortgagor further covenants that should this instrument be held to be invalid or unenforceable in whole or in part by reason of any provision of the National Housing Act or any other statute under the National Housing Act within one year 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 date of this mortgage, occurring during such one year, shall be conclusive and this mortgage, being deemed conclusive proof of such invalidity, is the Mortgage of the Mortgagor.

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 appraisalment 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 interest) incurred by the Mortgagee, and a reasonable attorney's fee, shall thereupon become due and payable immediately upon 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 either gender shall be applicable to all genders.

WITNESS OUR hands and seals this 30th day of October A.D. 1875.

Signed, sealed, and delivered in accordance with

*Jerry B. Kinney* SEAL

Wesleyan H. Garrison      W. A. L. Kelley      SEAL

Silas F. Clark

— SEAL

- SEAL

**STATE OF SOUTH CAROLINA  
COUNTY OF Greenville**

Personally appeared before me **the undersigned witness**  
and made oath that he saw the within-named **Larry K. Lindley and Linda P. Lindley**  
sign, seal, and as **their** act and deed deliver the within deed, and that deponent,  
with **the other witness subscribed above** witnessed the execution thereof.

Witnessed the execution of  
Deborah W. Garrison

#### Sects to and adjacent to the trials

**30th** day of **October**, 19**75**

Karl K. Clark Patterson South Carolina  
My Comm. expires 4/17/79

**STATE OF SOUTH CAROLINA**  
**COUNTY OF GREENVILLE**

## ELIMINATION OF DETERGENT

I, **Dale K. Clark**, a Notary Public in and for South Carolina, do hereby certify unto all whom it may concern that Mrs **Linda P. Lindley**, the wife of the within-named **Larry K. Lindley**, 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, doth enter renounce, release, and forever relinquish unto the within-named **The South Carolina National Bank**, 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, whether vested and undivided,

Given under my hand, and seal'd, this

30th day of October 1975

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

**My Comm. expires 4/7/79**

Day of 19

Reported by 13175 At 4:26 P.M. # 13693