

9. The Mortgagor further agrees that should this instrument or the note secured hereby not be eligible for insurance under the National Housing Act within **2 months** 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 **2 months** from the date of this instrument, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility, 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 of the mortgaged 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 Mortgagor, all sums then owing by the Mortgagor to the Mortgagor shall become immediately due and payable and this mortgage may be foreclosed. The Mortgagor waives the benefit of all appraisal laws of the State of South Carolina. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the Mortgagor 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 Mortgagor, and a reasonable attorney's fee, shall thereupon become due and payable immediately or on demand, at the option of the Mortgagor, 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 relate 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.

SIGNED OUR hands, and sealed this 21st day of December 1977

Signed, sealed, and delivered in presence of:

Charles Ellis Davenport

SEAL

David H. Wilkins

Ann B. Davenport

SEAL

Terri D. Palmer

SEAL

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Personally appeared before me, Terri D. Palmer,
and made oath that he saw the within-named Charles Ellis Davenport and Ann B. Davenport
sign, seal, and as their
witness, David H. Wilkins
act and deed deliver the within deed, and that document,
in witness of the execution thereof.

Terri D. Palmer

Swear to and subscribed before me this

21st

day of December

1977

David H. Wilkins

Notary Public for South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

RENUNCIATION OF DOWER

I, **David H. Wilkins**, a Notary Public in and for South Carolina, do hereby certify unto all whom it may concern that Mrs. **Ann B. Davenport**, the wife of the within-named **Charles Ellis Davenport**, 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, whatsoever, renounce, release, and forever relinquish unto the within-named **NCNB Mortgage South, Inc.**, 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 within mentioned and released.

Ann B. Davenport

SEAL

Given under my hand and seal, this

21st

day of December

1977

David H. Wilkins

Notary Public for South Carolina

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

Given under my hand and seal, this _____ day of _____
19_____

Clerk

[4328 RV.2]