(4) Should said property or any part thereof be taken or damaged by reason of any public improvements or condemnation proceeding, or damaged by the 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 26th day of Ja Signed, sealed and delivered in the presence of:	William T. Ragford (L.S.) (L.S.)
(2) Deful P. Mitchell	Lenora J. Radford (L.S.)
STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE PERSONALLY APPEARED BEFORE ME Margatet B. Ketcham	1 c 1 c 15t witness T Do 15 c - 1
his (her) act and deed deliver the within written Mortgage and thatS he with witnessed the execution thereof. Sworn to before me, this (SEAL) Tanuary A.D. 19 79) Notary Public for South Carolina	Mortgagors A Nicholas P Mitchell TIT
<u>Vicholas P. Mitchell, III</u> Type Name	
relinquish unto the within named <u>Riley Mobile Homes</u> . Inc. right and claim of Dower of, in or to all and singular the premises within mention Given under my hand and seal this <u>26th</u> Day of January A.D. 19	_ did this day appear before me, and upon being privately and separately examined n, dread or fear of any person or persons whomsoever, renounce, release, and forever
Nicholas P. Mitchell, III Type Name	My Commission Expires 3-18-80
RECORDED MAR 8 1979	at 11:38 A.M. 25645
March Month 11:38 Time 1459 Mortgage Record Numbe 259 Page Number Recorder Signature For For 932,918.40 0.85 Acres Bates Tp	MORTGA Nick William I. From: William I. Lenora J. Riley Mobile Hou To: Riley Mobile Hou To: Greenville

4328 RV-

and any entire the