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9. The Mortgagor further agrees that should this mortgage and 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 said time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility) the Mortgagee 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 above conveyed 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 appraisement 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 abstract) incurred by the Mortgagee, and a reasonable attorney's fee, shall thereupon become due and payable immediately or on 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 any gender shall be applicable to all genders.

| WITNESS my | hand(s) and seal(s) this | 20th | day of May | , 1983 | 3 |
|--|--|-------------------|---------------------------------------|----------------------------|---------------|
| Signed, sealed, and | delivered in presence of: | | James Robert Sm | t Smith | [SEAL] |
| Boverly | C. Duest | | James Robert Da | | [SEAL] |
| Jemis | Junny | | | | [SEAL] |
| | • | - | | | [SEAL] |
| STATE OF SOUTH COUNTY OF GREEN | | | | | |
| Personally appe | | y C. Gue | st | | |
| | he saw the within-named | James R | obert Smith ctand deed deliver the | within deed, and the | at denoment. |
| sign, seal, and as | his | a | Ct and deed deliver the | itnessed the executi | ion thereof. |
| with James W | . Fayssoux | | Beerly 1 | 2. Ducot | <u>-</u> |
| Sworn to and s | ubscribed before me this | 20th — | day of p | funning. | , 19 83 |
| | | <u></u> | y Commission Exp | ires;4-11-93 | <u> </u> |
| STATE OF SOUTH COUNTY OF BAM | CAROLINA ss: | REÑ | UNCIATION OF DOWN | R | |
| | • | | | , a Notary Pu | blic in and |
| I, Luci | us S. Wright | in it may b | oncern that Mrs. Ann | | Dife in Cita |
| for South Carolina, do hereby certify unto all whom it may concern that Mrs. Annie R. Smith , the wife of the within-namedJames Robert Smith | | | | | |
| | | . did this | day appear before me | , and, upon being p | rivately and |
| separately examine | d by me, did declare that s | he does fre | ely, voluntarily, and v | vithout any compulsion | on, dread, or |
| fear of any perso | n or persons, whomsoever, | renounce, | release, and forever | rennquish unto the vits | successors |
| and assigns, all he gular the premises | er interest and estate, and a within mentioned and release | lso all her d. | right, title, and claim | of dower of, in, or to | all and sin- |
| Given under m | y hand and seal, this | | Anaight Smith | Smith | [SEAL] |
| GIVEN WISCE II | , | C | Lusius S. W | Mght Nary Public for So | oúth Carolina |
| Received and pro and recorded in Bool | | | 2/1/h, day of 9 | May | 1983 |
| Page , | County, South | Carolina | 4. | • | |
| | · · | | | Cler | <u> </u> |

at 10:21 A.M.

12CORDED MAY 2 4 1983