

9. The Mortgagor further agrees that should the note and the mortgage be foreclosed upon under the Note or Mortgage Act within 60 days from the date hereof, either by virtue of a writ of execution of the Department of Revenue and Urban Renewal, or by authorized agent of the Secretary of Housing and Urban Development dated subsequent to the said time from the date of the issuance of title to the note and this mortgage, being deemed conclusive proof of such insolvency, 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 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 appraisal 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, a 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 accrue 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 our hands and seals this 17th day of August 1983

Signed, sealed, and delivered in presence of:

*Vickie D. Wilkerson* Grace C. Finnell SEAL

*William F. Finnell* William F. Finnell SEAL

*Jacqueline M. Farrell*

SEAL

SEAL

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

Personally appeared before me and made oath that he saw the within named sign, seal, and as their  
with Jacqueline M. Farrell

Vickie D. Wilkerson

William F. Finnell and Grace C. Finnell  
and I do declare the within deed, and that deponent,  
witnessed the execution thereof.

*Vickie D. Wilkerson*

Swear to and subscribed before me this 17th

day of August 1983

*Jacqueline M. Farrell* 10-13-83

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

#### TESTIMONY OF DEBTOR

I, Jacqueline M. Farrell, a citizen of the State of South Carolina, in whose behalf I make this my declaration, that I, Grace C. Finnell, the wife of the witness named William F. Finnell, did this day sign, seal, and affix my signature to the within instrument, and separately executed by me and the other persons therein named, and without any compelled deed, or fear of any person or persons, all in open court, and to have and to hold the same to the witness named Alliance Mortgage Company, and successors, all the property, real estate, and all other rights, title, and interest I now have to all and under the premises aforesaid, and so release.

*Jacqueline M. Farrell* Grace C. Finnell SEAL

10-13-83 August 1983

Given under my hand and seal this 17th

*Jacqueline M. Farrell* 10-13-83

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

*Jacqueline M. Farrell*