

1622 43485

5. The Mortgagor further agrees that should this mortgage and the note be foreclosed under Chapter 11 of the National Housing Act within 60 days from the date hereof written notice to the Office of the Secretary of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the said true date, the date of this release, delivered to trustee and the note and this mortgage, being deemed conclusive proof of such default, 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 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 Mortgagor, 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 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 our hand(s) and seal(s) this 17th day of August 1983

Signed, sealed, and delivered in presence of:

*Vickie D. Wilkerson* SEAL  
Grace C. Finnell

*William F. Finnell* SEAL  
William F. Finnell

SEAL

SEAL

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

Personally appeared before me Vickie D. Wilkerson  
and made oath that he saw the within-named William F. Finnell and Grace C. Finnell  
sign, seal, and as their  
wife Jacqueline M. Farrell  
and good deliver the within-deed, and that deponent  
expressed the execution thereof.

Sworn to and subscribed before me this

17th day of August 1983

*Jacqueline M. Farrell*  
Jacqueline M. Farrell

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

RENUNCIATION OF POWER

I, Jacqueline M. Farrell, do hereby certify unto all whom it may concern that Mrs. Grace C. Finnell, the wife of the within-named William F. Finnell, 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, threat, or fear of any person or persons, whatsoever, renounce, release, and forever relinquish unto the within-named Alliance Mortgage Company, its successors and assigns, all her interest and estate, and also all her right, title, and claim of power to let, sell, and sublet the premises within mentioned and released.

Given under my hand and seal this 17

*Grace C. Finnell* SEAL  
Grace C. Finnell

Received and properly indexed in  
and recorded in book \_\_\_\_\_  
Page \_\_\_\_\_

Aug. 24 1983

Recorded August 24, 1983 at 11:36 A.M.

6169