

the production of energy and energy resources policies. **Each** force shall pass to

8. The Mortgagor further agrees that should this mortgage and the note secured hereunder be declared by the court to be illegal or invalid, the Mortgagor shall remain obligated to pay to the Mortgagee the amount of the principal sum of the foregoing Advances from and after any date before the time of such declaration or invalidity as the Mortgagor may have the right to have a receiver appointed of the rents, issues, and profits, who, after deducting all charges and expenses attending such proceedings and the collection of his trust as receiver, shall apply the residue of the rents, issues, and profits, toward the payment of the debt secured hereby.

It is agreed that the Mortgagor shall hold and enjoy the premises above described until the date when the sum secured hereby shall be eligible for insurance under the National Housing Act within 60 days 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 unliability) the Mortgagor or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

der 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 appraisalment 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.

WITNESS Our hand(s) and seal(s) this 10th day of January,

Our County and State has 10th day of February , 1971

[Signature]
Signed, sealed, and delivered in presence of:

~~1-20-11) 11~~

SEAL

Judy Marie McCausley Walters  SEAL

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[SEAL]