

It is further covenanted and made of the essence hereof that in case of default for five days in the performance of any of the covenants herein on the part of the Mortgagor, then it shall be optional with Mortgagee to consider all unamortized indebtedness or liability secured hereby, and accrued interest thereon, as immediately due and payable, without demand and without notice or declaration of said option, and Mortgagee shall have the right forthwith to institute proceedings to enforce the collection of all moneys secured hereby or to foreclose the lien hereof.

It is further stipulated and agreed by and between the parties that the Mortgagee shall have the right to exercise any option or privilege herein given or reserved and to enforce any duty of the Mortgagor at any time without further or other notice regardless of any prior waiver by Mortgagee or default of Mortgagor or delay by Mortgagee in exercising any right, option, or privilege or enforcing such duty of Mortgagor, and no waiver by Mortgagor, and no waiver by Mortgagee of default of Mortgagor nor delay of Mortgagee in exercising any right, privilege or option or in enforcing any duty of Mortgagor shall be deemed, held, or construed to be a waiver of any of the terms or provisions of this mortgage or of any subsequent default.

IN WITNESS WHEREOF, we have hereunto set our hand and seals this 3rd day of May A.D. 1972

Billy E. Shirley (SEAL)
Betty Shirley (SEAL)

Signed, Sealed and Delivered in the presence of

James R. Matthews 1st Subscribing Witness
Andrew J. Ballard 2nd Subscribing Witness

Filed for record in the Office of the R. M. C. for Greenville County, S. C., at 3:45 o'clock P.M. May 18, 1972 and recorded in Real Estate Mortgage Book 1233 at page 665

R.M.C. for U. Ca., S. C.

May 18, 1972
31364

STATE OF SOUTH CAROLINA

COUNTY OF Greenville

PERSONALLY APPEARED BEFORE ME James R. Matthews PROBATE and made oath that he saw the within named Billy E. Shirley and Betty Shirley sign, seal and as their act and deed deliver the within written deed and that he with

Andrew J. Ballard 2nd Subscribing Witness witnessed the execution thereof.

Sworn to before me this 3rd day of May A.D. 1972

James R. Matthews 1st Subscribing Witness

My Commission Expires July 16, 1980

STATE OF SOUTH CAROLINA

COUNTY OF Greenville

RENUNCIATION OF DOWER I, Lorraine R. Matthews, a Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Mrs. Betty Shirley, the wife of the within named Billy Shirley, 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, dread or fear of any person or persons whomsoever, renounce, release, and forever relinquish unto the within named Jim Walter Homes, Inc., Heirs and Assigns, all her interest and estate, and also all her right and claim of Dower, of in or to all and singular the Premises within mentioned and released.

Given under my hand and seal this 3rd day of May A.D. 1972

Lorraine R. Matthews (SEAL) Notary Public, S. C.

My Commission Expires July 16, 1980

Betty Shirley (SEAL)

RETURN TO: JIM WALTER HOMES, INC. P. O. BOX 22601 TAMPA, FLORIDA 33622

Recorded May 18, 1972 at 3:45 P.M., #31364

\$20,700.00
1 acre, Tugaloo Rd.,
Coleman Hgts., Bates Tp.
also R/W