

(5) Should said property or any part thereof be taken or damaged by reason of any public improvements or condemnation proceeding, or damaged by fire, or earthquake, or in any other manner, Mortgagee shall be entitled to all compensation, awards, and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name, any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds are hereby assigned to Mortgagee who may, after deducting therefrom all its expenses, including attorney's fees apply the same as provided above for insurance less proceeds. Mortgagor agrees to execute such further assignments of any compensation, award, damages, and the rights of action and proceeds as Mortgagee may require.

(6) Mortgagee shall be subrogated to the lien of any and all prior encumbrances, liens or charges paid and discharged from the proceeds of the loan hereby secured, and even though said prior liens have been released of record, the repayment of said indebtedness shall be secured by such liens on the portions of said premises affected thereby to the extent of such payments, respectively.

(7) Whenever, by the terms of this instrument or of said Promissory Note, Mortgagee is given any option, such option may be exercised when the right accrues or at any time thereafter, and no acceptance by Mortgagee of payment of indebtedness in default shall constitute a waiver of any default then existing and continuing or thereafter accruing.

(8) If Mortgagor shall pay said note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgagee will, within the statutory period after written demand therefor by Mortgagor, execute a release or satisfaction of this Mortgage.

(9) Notwithstanding anything in this Mortgage or the Promissory Note secured hereby to the contrary, neither this Mortgage nor said Promissory Note shall be deemed to impose on the Mortgagor any obligation of payment, except to the extent that the same may be legally enforceable, and any provision to the contrary shall be of no force or effect.

(10) All Mortgagors shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained and in said promissory note.

(11) If any of the undersigned is a married woman, she represents and warrants that this instrument has been executed in her behalf, and that she has not executed the same as surely for another.

(12) Each of us, whether Principal, Surety, Guarantor, Endorser, or other party hereto, hereby waives and renounces, each for himself and family, any and all homestead or exemption rights either of us have under or by virtue of the Constitution or Laws of any State, or of the United States, as against this debt or any renewal thereof; and any security agreement taken to secure this note or any renewal thereof, and the undersigned, and each Surety, Endorser, Guarantor, or other party to this note, transfers, conveys and assigns to the Holder hereof, a sufficient amount of any homestead or exemption that may be allowed to the undersigned, or either of them, including such homestead or exemption as may be set apart in bankruptcy, to the extent permitted by law.

WITNESS THE MORTGAGOR'S hand and seal, this 14th day of October, 1977.

Signed, sealed and delivered in the presence of:

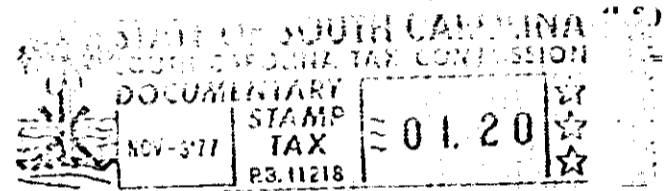
(1) Judy G. Parton
(2) Cheryl Wingo

Witness
Witness

Charles A. Hill (L.S.)
Ann O. Hill (L.S.)
Mortgagor-Borrower
Mortgagor-Borrower

STATE OF North CAROLINA
COUNTY OF Rutherford

Judy G Parton



PERSONALLY APPEARED BEFORE ME

and made oath that 8 he saw the within named Charles A. Hill and Ann O. Hill 1st Witness sign, seal and as

his (her) act and deed deliver the within written Mortgage and that Cheryl Wingo he with Judy G. Parton Mortgagors Cheryl Wingo 1st Witness

Sworn to before me, this fourteenth day of October A.D. 1977
Karen T. Grant (S.E.A.L.)
Notary Public for South Carolina
North Carolina
Type Name

Judy G. Parton 2nd Witness
Cheryl Wingo 1st Witness
My Commission expires July 20, 1981

STATE OF North CAROLINA
COUNTY OF Rutherford

RENUNCIATION OF DOWER

I, Karen T. Grant a Notary Public for North South Carolina do hereby

certify unto all whom it may concern, that Mrs. Ann O. Hill the wife of the within named Charles A Hill

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 Avco Mortgage & Acceptance Corp. in successors 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 14th day of October A.D. 1977
Karen T. Grant (S.E.A.L.)
Notary Public for South Carolina
North

Ann O. Hill
Wife's Signature

My Commission expires July 20, 1981

Karen T Grant
Type Name

RECORDED NOV 3 1977 At 1:00 P.M.

13977

Received for Recording:
Month November Day 3rd Year 1977
Time 1:00 o'clock P. M.
Book- 1414
Mortgage Record Number
Page- 863
Page Number
Recorder Signature
For Greenville County,
State of South Carolina.
Recording Fee

County of Rutherford
Forest City, N.C.
Box 251 Butler Road
Avco Mortgage and Acceptance Corp.
O. Hill
Charles A Hill and wife, Annie

MORTGAGE
NOV 3 1977 13977 X

\$2,880.00
Coach Hills Dr., Coach Hills
Hitching Post Ln.
Coach Hills

080

4328 RV-2