

- (4) 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 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.
- (5) Whenever, by the terms of this instrument or of said Contract, 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.
- (6) If Mortgagor shall pay said Contract 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.
- (7) Notwithstanding anything in this Mortgage or said Contract secured hereby to the contrary, neither this Mortgage nor said Contract 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.
- (8) All Mortgagors shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained.
- (9) If any of the undersigned is a married woman, she represents and warrants that this instrument has been executed in her behalf, and for her sole and separate use and benefit and that she has not executed the same as surety for another, but that she is the Buyer hereunder.

WITNESS THE MORTGAGOR'S hand and seal, this 5th day of May, 19 78.

Signed, sealed and delivered in the presence of:

(1) Larry Edwards Thomas G. Atkinson (L.S.)
Patricia C. Suttles Joye W. Atkinson (L.S.)
 (2) Patricia C. Suttles (L.S.)

STATE OF SOUTH CAROLINA }
 COUNTY OF Greenville } ss.

PERSONALLY APPEARED BEFORE ME Larry Edwards 1st Witness
 and made oath that he saw the within named Thomas G. & Joye W. Atkinson sign, seal and as
 his (her) act and deed deliver the within written Mortgage and that he with Patricia C. Suttles Mortgagors
 witnessed the execution thereof. Larry Edwards 2nd Witness
Larry Edwards 1st Witness

Sworn to before me, this 5th day of May, A.D. 19 78
Patricia C. Suttles (SEAL)
 Notary Public for South Carolina

My Commission expires 8-21-82

Patricia C. Suttles
 Type Name

STATE OF SOUTH CAROLINA }
 COUNTY OF Greenville } ss. RENUNCIATION OF DOWER

I, Patricia C. Suttles a Notary Public for South Carolina do hereby
 certify unto all whom it may concern, that Mrs. Joye W. Atkinson the wife of the within
 named Thomas G. Atkinson 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 First Quality Homes, Inc. its 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 5th day of May, A.D. 19 78
Patricia C. Suttles (SEAL)
 Notary Public for South Carolina

Joye W. Atkinson
 Wife's Signature

My Commission Expires 8-21-82

Patricia C. Suttles
 Type Name

RECORDED MAY 5 1978 at 4:59 P.M. 33069

\$62,280.80
 Lot 1 & Pt Lot 2
 Pistol Club Rd

Received for Recording:
 May 5 1978
 4:59 P.M.
 Time
 BOOK-1431
 Mortgage Record Number
 Page Number
 Recorder Signature
 Greenville
 State of South Carolina
 Recording Fee

From: Thomas G. & Joye W. Atkinson
 To: First Quality Homes, Inc.
 P.O. Box 644
Taylor, South Carolina
 County of Greenville

MORTGAGE

9-8 MAY 5 1978 X33069X