

This is the same property conveyed to mortgagors by deed of Freddy E. Acuff, II, and Barbara H. Acuff dated January 25, 1978, recorded in Book 1073 at Page 163 on February 3, 1978.

BOOK 1434 PAGE 559

- (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.

BOOK 1434 PAGE 302

WITNESS THE MORTGAGOR'S hand and seal, this 12 day of May, 1978

Signed, sealed and delivered in the presence of:

(1) Sandra May X Hoke Metze (L.S.)
Harold J. Griffin X Pauline Metze (L.S.)
 (2) _____ (L.S.)

STATE OF SOUTH CAROLINA }
 COUNTY OF GREENVILLE }

PERSONALLY APPEARED BEFORE ME Sandra May
 and made oath that 8 he saw the within named Hoke Metze and Pauline Metze sign, seal and as
 his (her) act and deed deliver the within written Mortgage and that 8 he with Harold T. Griffin ^{1st Witness}
 witnessed the execution thereof. Sandra May ^{2nd Witness}
 Sworn to before me, this 12 day of May, A.D. 1978
Harold J. Griffin (SEAL) ^{1st Witness}
 Notary Public for South Carolina
 My Commission expires MAY 5, 1983
Harold T. Griffin
 Type Name

STATE OF SOUTH CAROLINA }
 COUNTY OF GREENVILLE }

RENUNCIATION OF DOWER

I, Harold T. Griffin a Notary Public for South Carolina do hereby
 certify unto all whom it may concern, that Mrs. Pauline Metze the wife of the within
 named Hoke Metze 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 Markdown Mobile Homes its successors and assigns, all her interest and estate, and also all her
 right and claim of Dower of, in & to all and singular the premises within mentioned and released.
 Given under my hand and seal this 12 day of May, A.D. 1978
Harold J. Griffin (SEAL)
 Notary Public for South Carolina
Pauline Metze
 Wife's Signature
 My Commission Expires MAY 5, 1983
 Type Name

RECORDED - MAY 26 1978 (CONTINUED ON NEXT PAGE)
 at 3:32 P.M.

Received for Recording:
 MAY 26 1978
 3:32 P.M.
 Mortgage Record Number
1433
301

For Greenville County,
 State of South Carolina,
 Recording Fee \$33,714.00
Lot 6 (2.2 acres) Wash Mill

From: Pauline Metze
 To: Markdown Mobile Homes
Mauldin, South Carolina
Greenville

35402
 CLARKE & JACOBSEN
 Attorneys At Law
 Post Office Box 187
 MAJOR BLVD
 35402

2-AV 8234