

- (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 Time Sale 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 Time Sale 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 the Time Sale Contract secured hereby to the contrary, neither this Mortgage nor said Time Sale 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 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 21 day of August, 19 72.

Signed, sealed and delivered in the presence of:

(1) Jay Rollins X Wayne R. Powell (L.S.)
 (2) Robert N. Daniel, Jr. X Naomi Powell (L.S.)

STATE OF SOUTH CAROLINA }
 COUNTY OF GREENVILLE } ss. Jay Rollins
 PERSONALLY APPEARED BEFORE ME Jay Rollins
 and made oath that he saw the within named Wayne & Naomi Powell 1st Witness
 his (her) act and deed deliver the within written Mortgage and that he with Robert N. Daniel, Jr. 2nd Witness
 witnessed the execution thereof.
 Sworn to before me, this 21st day of August, A.D. 19 72.
Robert N. Daniel, Jr. (SEAL)
 Notary Public for South Carolina
 My Commission expires 12-18-79
Robert N. Daniel, Jr.
 Type Name

STATE OF SOUTH CAROLINA }
 COUNTY OF GREENVILLE } ss. Robert N. Daniel, Jr.
 I, Robert N. Daniel, Jr. a Notary Public for South Carolina do hereby
 certify unto all whom it may concern, that Mrs. Mrs. Naomi Powell the wife of the within
 named Wayne R. Powell 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 Brick 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 21st day of August, A.D. 19 72.
Robert N. Daniel, Jr. (SEAL)
 Notary Public for South Carolina
Naomi Powell Wife's Signature
 My Commission Expires 12-18-79
Robert N. Daniel, Jr.
 Type Name
 Recorded Sept. 25, 1972 4:12 P.M. # 9083

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This Mortgage is loaned to Aves Financial Services
of the United States, Inc.
Brick Homes, Inc.
21st August 72
1250 465
25th Sept 72 # 9146