

- (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 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 1266 Page 626
 Book 1266 Page 532

WITNESS THE MORTGAGOR'S hand and seal, this 22 day of June, 19 72

Signed, sealed and delivered in the presence of:

(1) John Peeler Arthur C. Clark (L.S.)
 (2) Howard Vinson Jr. Della M. Clark (L.S.)

STATE OF SOUTH CAROLINA
 COUNTY OF Greenville ss.

PERSONALLY APPEARED BEFORE ME John Peeler

and made oath that he saw the within named Arthur C. and Della M. Clark ^{1st Witness} sign, seal and as

his (her) act and deed deliver the within written Mortgage and that he with Sandra C. Vinson ^{Mortgagors} witnessed the execution thereof.

Sworn to before me, this 22nd day of June, A.D. 19 72

Sandra C. Vinson (SEAL)
 Notary Public for South Carolina

John Peeler ^{2nd Witness}
John Peeler ^{1st Witness}

My Commission expires June 6, 1982

Sandra C. Vinson
 Type Name

STATE OF SOUTH CAROLINA
 COUNTY OF Greenville ss.

RENUNCIATION OF DOWER

I, Sandra C. Vinson a Notary Public for South Carolina do hereby certify unto all whom it may concern, that Mrs. Arthur C. Clark the wife of the within named Arthur Charles Clark 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 _____ 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 22 day of June, A.D. 19 72

Sandra C. Vinson (SEAL)
 Notary Public for South Carolina

Mrs. Della M. Clark
 Wife's Signature

Sandra C. Vinson
 Type Name

My Commission Expires June 6, 1982

(CONTINUED ON NEXT PAGE)

Re-Recorded February 14, 1973 at 3:28 P. M., # 23017

Received for Recording:	February 14, 1973
Month:	February
Time:	3:28 P. M.
Mortgage Record Number:	1266
Page Number:	532
Recorder Signature:	<u>Greenville</u>
For:	<u>Greenville</u>
State of South Carolina:	<u>South Carolina</u>
Recording Fee:	

Re-Record

County of Greenville South Carolina

To: Brick Home, Inc.

From: Arthur C. Clark and Della M. Clark

RECORDING FEE PAID \$ 2.50

RECORDED BY DANIEL, JR. 23017