

It is further covenanted and made of the essence hereof that in case of default for five days in the performance of any of the covenants herein on the part of the Mortgagor, then it shall be optional with Mortgagee to consider all unmatured indebtedness or liability secured hereby, and accrued interest thereon, as immediately due and payable, without demand and without notice or declaration of said option, and Mortgagee shall have the right forthwith to institute proceedings to enforce the collection of all moneys secured hereby or to foreclose the lien hereof.

It is further stipulated and agreed by and between the parties that the Mortgagee shall have the right to exercise any option or privilege herein given or reserved and to enforce any duty of the Mortgagor at any time without further or other notice regardless of any prior waiver by Mortgagee or default of Mortgagor or delay by Mortgagee in exercising any right, option, or privilege or enforcing such duty of Mortgagor, and no waiver by Mortgagor, and no waiver by Mortgagee of default of Mortgagor nor delay of Mortgagee in exercising any right, privilege or option or in enforcing any duty of Mortgagor shall be deemed, held, or construed to be a waiver of any of the terms or provisions of this mortgage or of any subsequent default.

IN WITNESS WHEREOF, we have hereunto set our hand and seals this 21st day of December, A.D. 1973.

Jerry C. Phillips (SEAL)
Jean D. Phillips (SEAL)

Witnessed, sealed and delivered in the presence of
Ray C. Avery (1st Subscribing Witness)
Grover C. Truslow (2nd Subscribing Witness)

Filed for record in the Office of the R. M. C. for Greenville County, S. C. at 11:30 o'clock A.M. Jan 21st 1974
Mortgage Book 1300
at page 235
R.M.C. for G. Co., S. C.
PROBATE

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

PERSONALLY APPEARED BEFORE ME RAY C. AVERY
and made oath that he saw the within named Jerry C. Phillips and Jean D. Phillips, his wife sign, seal and as their act and deed deliver the within written deed and that he with GROVER C. TRUSLOW 2nd Subscribing Witness

witnessed the execution thereof.
Sworn to before me this 21st day of December, A.D. 1973.
Ray C. Avery (1st Subscribing Witness)
Notary Public, S.C.
Comm. Expires 12/31/79

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

RENUNCIATION OF DOWRY

I, Jean D. Phillips, a Notary Public for South Carolina, do hereby certify under all oaths I may concern, that Mrs. Jean D. Phillips, the wife of the within named Jerry C. Phillips, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whatsoever, renounce, release, and forever relinquish unto the within named Walter Homes, Inc. Heirs and Assigns, all her interest and claim, and also all her interest, of in or to all and singular the Premises within mentioned and referred to.

Jean D. Phillips (SEAL)
Notary Public, S.C.
Comm. Expires 12/31/79

4,302.00
1.67 Acres, near S.C. Hwy # 76

RETURN TO:
JIM WALTER HOMES, INC.
P. O. BOX 22601
TAMPA, FLORIDA 33622

RECORDING FEE
PAID \$ 4.00
JAN 21 1974

RECORDED JAN 21 '74

182633
5-16-76