

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 20th day of May A.D. 1976

x Marshall Scruggs (SEAL)
x Arlene Scruggs (SEAL)
(SEAL)

Signed, Sealed and Delivered in the presence of

J. Dianne Mitchell
1st Subscribing Witness
William R. Carter
2nd Subscribing Witness

STATE OF SOUTH CAROLINA

COUNTY OF Lenoir

PERSONALLY APPEARED BEFORE ME

and made oath that he saw the within named Marshall Scruggs and wife Arlene Scruggs sign, seal and as their act and deed deliver the within written deed and that he with William R. Carter 2nd Subscribing Witness

witnessed the execution thereof.

Sworn to before me this 20th day of May A.D. 1976

J. Dianne Mitchell
1st Subscribing Witness

Notary Public, S. C. 1978
My Commission Expires May 12, 1979

STATE OF SOUTH CAROLINA

COUNTY OF Lenoir

RENUNCIATION OF DOWER

I, John H. Kellett, a Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Mrs. Arlene Scruggs, the wife of the within named Marshall Scruggs, 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 Jim Walter Homes, Inc. Heirs 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.

x Arlene Scruggs (SEAL)

Given under my hand and seal this 20th day of May A.D. 1976

John H. Kellett
Notary Public, S. C.

Mc-117
\$ 29,322.00
Lots 9 & 10, Luckytown

RECORDED JUN 21 '76 At 12:00 P.M.

Filed for record in the Office of the R. M. of Lenoir County, S. C. on June 21, 1976 and recorded in R. M. Mortgage Book 1370 at page 831 R.M.C. for C. Co. S. C.

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

33233
Marshall Scruggs
Arlene Scruggs
33233

2-21 828