

9. It is agreed that the Mortgagor shall hold and enjoy the premises above conveyed until there is a default under this mortgage or in the note secured hereby. It is the true meaning of this instrument that if the Mortgagor shall fully perform all the terms, conditions, and covenants of this mortgage, and of the note secured hereby, that then this mortgage shall be utterly null and void; otherwise to remain in full force and virtue. If there is a default in any of the terms, conditions or covenants of this mortgage, or of the note secured hereby, then, at the option of the Mortgagee, all sums then owing by the Mortgagor to the Mortgagee shall become immediately due and payable, and this mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the Mortgagee become a party to any suit involving this mortgage or the title to the premises described herein, or should the debt secured hereby or any part thereof be placed in the hands of an attorney at law for collection by suit or otherwise, all cost and expenses incurred by the Mortgagee, and a reasonable attorney's fee, shall thereupon become due and payable immediately or on demand, at the option of the Mortgagee, as a part of the debt secured thereby, and may be recovered and collected hereunder.

10. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS my hand and seal this 27th day of May 1977

Signed, sealed, and delivered

*Niles L. Caldwell, Sr.* (SEAL)  
Niles L. Caldwell, Sr.

in the presence of:

*Suzanne Taylor*  
*Ann L. Jackson*

*Nellie H. Caldwell* (SEAL)  
Nellie H. Caldwell (formerly

*Nellie H. Lynn* (SEAL)  
Nellie H. Lynn

STATE OF SOUTH CAROLINA }  
County of Spartanburg } PROBATE

PERSONALLY appeared before me Lynn Taylor and

made oath that she saw the within named Niles L. Caldwell, Sr., and Nellie H. Caldwell (formerly Nellie H. Lynn)

sign, seal and as their act and deed deliver the within written deed, and that she, with

Ann L. Jackson witnessed the execution thereof.

SWORN to before me this 27th

day of May, A. D. 1977

*Ann L. Jackson* (SEAL)  
Notary Public for South Carolina

My commission expires: Feb. 17, 1982

STATE OF SOUTH CAROLINA }  
County of Spartanburg } RENUNCIATION OF DOWER

I, Ann L. Jackson a Notary Public for South Carolina, do hereby certify

unto all whom it may concern that Mrs. Nellie H. Caldwell

the wife of the within named Niles L. Caldwell, Sr.,

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 WOODRUFF FEDERAL SAVINGS AND LOAN ASSOCIATION, 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 27th day of May

*Nellie H. Caldwell*  
Nellie H. Caldwell

A.D. 1977  
*Ann L. Jackson* (SEAL)  
Notary Public for South Carolina

My commission expires: Feb. 17, 1982

Recorded June 15, 1977 at 2:29 PM 34733

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