

- (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 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 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 said Contract secured hereby to the contrary, neither this Mortgage nor said 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.

WITNESS THE MORTGAGOR'S hand and seal, this 27 day of October, 19 78

Signed, sealed and delivered in the presence of:

(1) Harold T. Griffin Homer A. Spillers (L.S.)
Fay Head Sarah B. Spillers (L.S.)
Sarah B. Spillers (L.S.)

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

PERSONALLY APPEARED BEFORE ME Harold T. Griffin

and made oath that he saw the within named Homer A. Spillers and Sarah B. Spillers sign, seal and as

his (her) act and deed deliver the within written Mortgage and that he with Fay Head

Sworn to before me this 27 day of October A.D. 19 78
Notary Public for South Carolina (SEAL)

Homer A. Spillers 1st Witness
Sarah B. Spillers 1st Witness
Fay Head 2nd Witness
Harold T. Griffin 1st Witness
 My Commission expires MY COMMISSION EXPIRES 9-6-1988

Robert C. Corder
Type Name

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

RENUNCIATION OF DOWER

I, Robert C. Corder a Notary Public for South Carolina do hereby

certify unto all whom it may concern, that Mrs. Sarah B. Spillers the wife of the within

named Homer A. Spillers 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 Markdown Mobile 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 27 day of October A.D. 19 78
Notary Public for South Carolina (SEAL)

Sarah B. Spillers Wife's Signature
Sarah B. Spillers

Robert C. Corder
Type Name

My Commission Expires MY COMMISSION EXPIRES 9-6-1988
at 12:36 P.M.

RECORDED (OCT 27 1978)

Received for Recording:
 Month October Day 27 Year 1978
 Time 12:36 o'clock P. M.
 Mortgage Record Number 1448
 Page Number 447
 Recorder's Signature Greenville County
 State of South Carolina
 Recording Fee \$ 41,419.80
 Lot 21 Holland St. "D.H. Mayfield
 Est" Austin Tp

County of Greenville South Carolina
 To: Markdown Mobile Homes, Inc.
 PO Box 715
Mauldin
 From: Homer A. Spillers and Sarah B. Spillers

1316-1
 CLARKE & JACOBSEN
 Attorneys At Law
 Post Office Box 187
 Mauldin, S.C. 29556
 MORGAGE
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