

9. The Mortgagor further agrees that should this mortgage and the note secured hereby not be listed for insurance under the National Housing Act within **2 months** from the date hereof, written statement of such action of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the **2 mos.** time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility, the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

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. The Mortgagor waives the benefit of any appraisement laws of the State of South Carolina. 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 costs and expenses (including continuation of abstract) 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 hereby, and may be recovered and collected hereunder.

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 our hands and seals this **12th** day of **January**, 19**79**

Signed, sealed, and delivered in presence of:

Law Foster

James H. Wilkie

Chester Duane Garrett SEAL
CHESTER DUANE GARRETT

SEAL

Barbara H. Garrett SEAL
BARBARA H. GARRETT

SEAL

Barbara H. Garrett

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Personally appeared before me **Frances R. Leitke**
and made oath that he saw the within named **Chester Duane Garrett and Barbara H. Garrett**
sign, seal, and as **their** not and deed deliver the within deed, and that deponent,
with **Paul J. Foster, Jr.** witnessed the signing thereof.

Subscribed and subscribed before me this

12th

day of

January

19**79**

Frances R. Leitke
My Commission expires 4/7/79

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

RENUNCIATION OF POWER

I, **Paul J. Foster, Jr.** a Notary Public in and
for South Carolina, do hereby certify and call witness that **Barbara H. Garrett**
the wife of the within named **Chester Duane Garrett**
did this day appear before me, and, upon being privately and
separately examined to me, did declare that she has freely, voluntarily, and without any compulsion, dread, or
fear of any person or persons, of this deed, her release, and transfer relinquish unto the within named
Ailco-Speir, Inc. its successors,
and assigns, all her interest and estate in and to the right, title, and claim of her husband to all and sin-
gular the premises within mentioned and referred.

Given under my hand and seal of office this

12th

day of

January

19**79**

Barbara H. Garrett
Barbara H. Garrett
BARBARA H. GARRETT

My Commission expires 4/7/79

Received and properly indexed in
and recorded in Book this
Page County, South Carolina

day of

19

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