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1400 00410

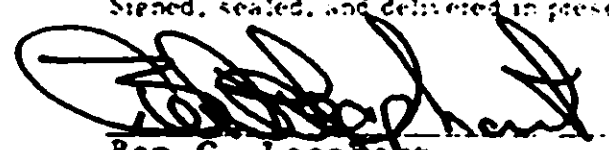
9. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within SIXTY days from the date hereof, written statement of an officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the date of this mortgage, declining to insure said note and this mortgage, together with 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.

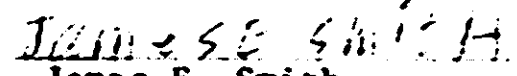
It is agreed that the Mortgagor shall hold and enjoy the premises above conveyed until there is a default under this mortgage or in the note secured hereby. It is the true meaning of this instrument that if the Mortgagor shall fully perform all the terms, conditions, and covenants of this mortgage, and 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 on demand, at the option of the Mortgagee, as a part of the debt secured hereby, and may be recovered and collected hereunder.

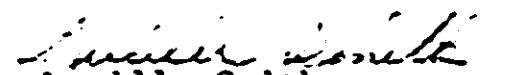
The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall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

WITNESS our hands and seals this 27th day of July 1978

Signed, sealed, and delivered in presence of:

  
Ben G. Leaphart

  
James E. Smith SEAL

  
Lucille Smith SEAL

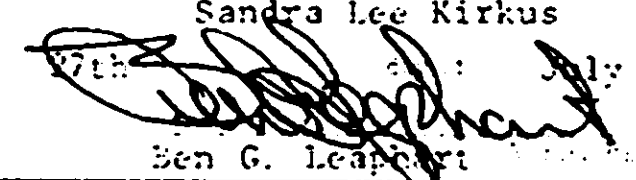
Sandra Lee Kirkus SEAL

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

Personally appeared before me Sandra Lee Kirkus and made oath that he saw the within named James E. Smith & Lucille Smith sign, seal, and as their act and deed deliver the within deed and that deponent with Ben G. Leaphart addressed the execution thereof.

Sandra Lee Kirkus

Sworn to and subscribed before me this 27th day of July 1978

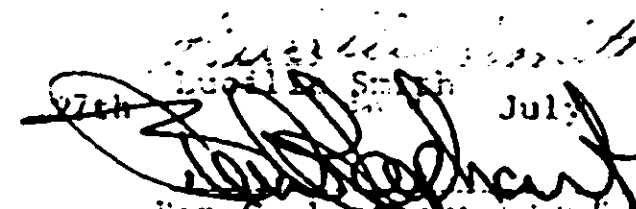
  
Ben G. Leaphart

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

My Commission expires: 5-22-83.  
RENEWAL OF POWER

I, Ben G. Leaphart, a Notary Public in and for South Carolina, do hereby certify that the within named Mrs. Lucille Smith the wife of the within named James E. Smith did this day appear before me and appear before me separately and separately examined by me, did testify that she freely and voluntarily signed, sealed, and as their act and deed delivered the within deed to the within named Collateral Investment Company and its assigns, all her estate, interest, and right in and to the premises described in and under the premises within mentioned and recorded.

Given under my hand and seal this

  
27th day of July 1978

Ben G. Leaphart  
My Commission expires: 5-22-83.

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

Re-RECORDED JAN 17 1979 at 4:05 P.M.

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