

13. DEFINITIONS. As used herein the terms "Mortgagor" "Mortgagee" and other terms shall refer to the singular, plural, neuter, masculine and feminine as the context may require and shall include, be binding upon and inure to the benefit of their respective heirs, successors, legal representatives and assigns.

AND IT IS AGREED by and between the parties that in the case of foreclosure of this mortgage, by suit or otherwise, the Mortgagee shall recover of the Mortgagor a sum as attorneys' fee as set out in said note which shall be secured by this Mortgage, and shall be included in judgment of foreclosure.

BUT THIS CONVEYANCE IS MADE UPON THIS SPECIAL CONDITION: If the total amount of the debt, interest, advances and other sums secured hereby are paid in full in accordance with the terms of the above mentioned Note and this Mortgage, this conveyance shall be null and void and title shall revert as provided by law. If, however, there shall be a default in the performance of any of the covenants, terms and conditions of this Mortgage or under the Note or any advance secured hereby, all sums owing to Mortgagee hereunder or under said Note, regardless of maturity and without notice, shall immediately become due and payable at the option of Mortgagee and Mortgagee may foreclose this Mortgage by Judicial Proceedings.

IN WITNESS WHEREOF, this Mortgage has been duly signed, sealed and delivered by Mortgagor the day and year first above written.

WITNESSES:

RoxAnn F. Davenport
Anne Rissa L. Greenfield

James F. Gardner III (SEAL)
Deborah R. Gardner (SEAL)

TEXAS
STATE OF ~~SOUTH CAROLINA~~)
COUNTY OF Harris)

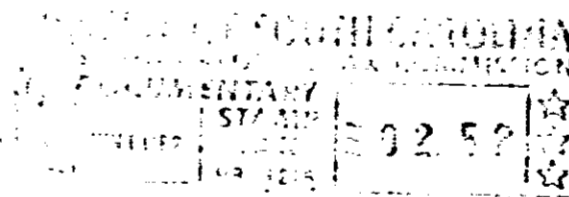
PROBATE

PERSONALLY appeared before me RoxAnn F. Davenport and made oath that (s) he saw the within-named James F. Gardner, III and Deborah R. Gardner sign, seal, and as their act and deed, deliver the within - written Mortgage of Real Property; and that (s) he with Anne Rissa L. Greenfield witnessed the execution thereof.

SWORN to before me this
3th day of June, 19 82

Elvira Zamora (L. S.)
Notary Public for ~~South Carolina~~ Texas

My Commission Expires: 11-21-84



TEXAS
STATE OF ~~SOUTH CAROLINA~~)
COUNTY OF Harris)

RENUNCIATION OF DOWER

I, Elvira Zamora, do hereby certify unto all whom it may concern, that Mrs. Deborah R. Gardner the wife of the within-named James R. Gardner, III 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 First Union Mortgage Corporation, its successors and assigns, all her interest and estate, and also 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
3th day of June, 19 82

Elvira Zamora (L. S.)
Notary Public for ~~South Carolina~~ TEXAS

Deborah R. Gardner
Deborah R. Gardner

My Commission Expires: 11-21-84

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