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STATE OF GEORGIA

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MAY 3 - 1968

COUNTY OF FULTON

TO ALL WHOM THESE PRESENTS MAY CONCERN:

HOUSING SERVICES CORPORATION, 1010 Title Building, Atlanta, Georgia, hereinafter called the Mortgagor, sends greetings:

WHEREAS, the Mortgagor is well and truly indebted unto C.I.T. CORPORATION, 55 Marietta Street, N.W., Atlanta, Georgia, hereinafter called the Mortgagee, in the principal amount of SIX THOUSAND AND SEVENTY TWO AND 19/100------ Dollars (\$ 6.072.19 ), as evidenced by promissory note of Commercial Acceptance Corporation to Mortgagee, dated April 26 , payable on demand, the payment of which has been guaranteed by Mortgagor. Interest as provided in said note is also secured hereby.

All that piece, parcel or lot of land being known and designated as Lot No. 177 of Conestree as shown by a Plat thereof, made by Madison H. Woodward, Engineer, recorded in the R.M.C.Office for Greenville County in Vol."T", at pages 383 and 384,; said lot having the courses, metes and bounds, to-wit:

BEGINNING at an iron pin on East Pine Lake Circle at joint frontcorners of Lots Nos. 177 and 176 and running thence along the line of said Lot No. 176, N.89-31 W.190.2 feet to an iron pin at back corner of Lot No.151; thence with the rear line of said Lot. No. 151; S.0-29 W.60 feet to iron pin at rear corner of Lot No. 178; thence along the line of said Lot No. 178, S.89-31 E.157.9 feet to iron pin on East Pine Lake Circle; thence running with the said East Pine Lake Circle N. 29-04 E.68 feet to iron pin at point of beginning.

The foregoing described real property is the subject matter of a certain contract for sale of realty between the Mortgagor and Mr. & Mrs. James E. Henderson, dated March 18, 1968, the vendor interest under such contract and the right to receive payments thereunder having been heretofore assigned by the Mortgagor herein to Commercial Acceptance Corporation, and assigned by Commercial Acceptance Corporation to Mortgagee herein, and in confirmation thereof, Mortgagor does hereby assign, set over, transfer and convey unto Mortgagee, its successors and assigns, said contract and all the right, title and interest of the Mortgagor therein.

together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures and equipment now or hereafter attached to or used in connection with the real estate herein described.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its successors and assigns forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever. The Mortgagor further covenants to warrant and forever defend all and singular the premises unto the Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor covenants and agrees as follows:

- 1. That it will promptly pay the principal of the indebtedness evidenced by the said note, at the times and in the manner therein provided.
- 2. That it will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, and in default thereof the Mortgagee may pay the same; and that it will promptly deliver the official receipts therefor to the Mortgagee. If the Mortgagor fails to make any payments provided for in this section or any other payments for taxes, assessments, or the like, the Mortgagee may pay the same, and all sums so paid shall bear interest at the rate set forth in the note secured hereby from the date of such advance and shall be secured by this mortgage.
- That it will keep the premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.
- 4. That it will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in an amount not less than \$ 6,500.00 and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In