OCT 22 1970 800K 1170 PAGE 235 REAL ESTATE MORTGAGE RECORD! made on the 20th day of October . 19. 70 between Phillip D. Holford Zoe Ann Holford, His Wife hereinafier referred to as MORTGAGORS, and _ Associates Financial Services Company of South Carolina, Inc. . hereingiter referred WITNESSETH: Mortgagors jointly and severally grant, bargain, sell, convey and mortgage to Mortgagee, its successors and assigns, the real property hereinafter described us security for the payment of a note of even date herewith in the total amount of Seven Thousand, and The property hereby mortgaged, and described below, includes all tenements, easements, appurtenances, rights, privileges, interests, rents, issues, profits, instures and appliances thereunto attaching or in any wise thereunto appertaining.

TO HAVE AND TO HOLD the said property hereinafter described, with all the privileges and appurtenances thereunto belonging unto mortgages, lits successors and assigns, forever; and mortgagors hereby covenant that mortgagors are selsed of good and perfect little to said property in fees simple and have authority to convey the same, that the title so conveyed is clear, free and unencumbered except as hereinafter appears and that mortgages will forever warrent and defend the same unto mortgages against all claims whatsoever except these prior encumbrances. If any hysignatics gagors will forever warrant and defend the same unto martgagee against all claims whatsoever except those prior encumbrances, if any, hereinafter shown. If mortgagers shall fully perform all the terms and conditions of this mortgage and shall pay in full, in accordance with its terms, the obliquious which this mortgage secures, then this mortgage shall be null, void and of no further force and effect. MORTGAGORS AGREE: To keep the mortgaged property, including the buildings and improvements thereon, fully insured at all times against all hazards with an insurance company authorized to do business in the State of South Carolina, acceptable to Mortgages, which policy shall contain a loss-payable clause in favor of Mortgages as its interest may appear, and if Mortgagors fail so to do, they hereby authorize Mortgages to insure or renew insurance on said property in a sum not exceeding the amount of Mortgagors' indebtedness for a period not exceeding the term of such indebtedness, and to charge Mortgagors with the premium thereon, or to add such premium to Mortgagors' indebtedness. If Mortgages elects to waive such insurance, Mortgagors agree to be fully responsible for damage or loss resulting from any cause whatsoever. Mortgagors agree that any sums advanced or expended by Mortgages for the protection or preservation of the property shall be repaid upon demand and if not so paid shall be secured hereby. Mortgagors further agree: To pay all taxes, assessments, bills for repairs and any other expenses incident to the ownership of the mortgaged property when due in order that no lien superior to that of this mortgage and not now existing may be created against the property during the term of this mortgage, and to pay, when due, all instalments of interest and principal on account of any indebtedness which may be secured by a lien superior to the lien of this mortgage and existing on the date hereof. If Mortgagors fail to make any of the foregoing payments, they hereby authorize Mortgages to pay the same on their behalf, and to charge Mortgagors with the amounts so paid, adding the same to Mortgagors' indebtedness secured hereby. To exercise due diligence in the operation, management and occupation of the mortgaged property and improvements thereon, and not to commit or allow waste on the mortgaged premises, and to keep the mortgaged property in its present condition and repair, normal and ordinary depreciation exc If default be made in the terms or conditions of the debt or debts hereby secured or of any of the terms of this mortgage, or in the payment of any instalment when due, or if Mortgagors shall become bankrupt or insolvent, or make an assignment for the benefit of creditors, or have a receiver appointed, or should the mortgaged property or any part thereof be attached, levied upon or seized, or if any of the representations, warrantes or statements of Mortgagors herein contained be incorrect or if the Mortgagors shall abandon the mortgaged property, or sell or attempt to sell all or any of the same, then the whole amount hereby secured shall, at Mortgagee's option, become immediately due and payable, without notice or demand, and shall be collectible in a suit at law or by foreclosure of this mortgage. In any case, regardless of such enforcement, Mortgagee shall be entitled to the immediate passession of the mortgaged property with the rents, issues, income and profits therefrom, with or without foreclosure or other proceedings. Mortgagors shall pay all costs and attorneys' fees which may be incurred or paid by Mortgagee in connection with any suit or proceedings to may be a party by reason of the execution or existence of this mortgage, and in the event of foreclosure of this mortgage. Mortgagors will pay to Mortgagors will pay to Mortgagors will pay to Mortgagors. mortgagers shall pay all costs and attorneys less which may be incurred or paid by Mortgages in connection with any suit or proceeding to which it may be a party by reason of the execution or existence of this mortgage, and in the event of foreclosure of this mortgage, Mortgagors will pay to Mortgages, in addition to taxable costs, a reasonable amount as attorneys' less and a reasonable see for the search made and preparation for such foreclosure, together with all other and further expenses of foreclosure and sale, including expenses, sees and payments made to prevent or remove the imposition of liens or claims against the property and expenses of upkeep and repair made in order to place the same in a condition to be sold. No failure on the part of Mortgagee to exercise any of its rights hereunder for defaults or breaches of covenant shall be construed to prejudice its rights in the event of any other or subsequent defaults or breaches of covenant, and no delay on the part of Mortgages in exercising any of such rights shall be construed to preclude it from the exercise thereof at any time during the continuance of any such default or breach of covenant, and Mortgages may enforce any one or more remedies hereunder successively or concurrently at its option. All rights and obligations hereunder shall extend to and be binding upon the several heirs, successors, executors, administrators and assigns of the parties hereto. The plural as used in this instrument shall include the singular where applicable. . The real property hereby mortgaged is located in ___Greenville ___ County, State of South Carolina, and is described All that piece, parcel or lot of land situate, lying and being in the county of Greenville State of South Carolina, at the north western corner of the intersection of Ike's Road and Stockton Street and being known and designated as Lot No. 1 on plat of Homestead Acres recorded in the R. M. C. Office for Greenville County in Plat Book "RR", at Page 35. Statutory lien in Mortgage Book 1072, Page 283 by Taylors Water and Sewer District (Greenville Tax District 276) for \$200.00 for sewer connections, dated October 2, 1967, unsatisfied. FIRST MORTGAGE: Fidelity Federal Savings & Loan Association dated March 12, 1965 recorded in Mortgage Book 988, Page 465.

Title to said property is clear, free and unencumbered except: (state exceptions, if any) WITNESS WHEREOF, Mortgagors have executed this mortgage on the do

Mortgagor (SEAL)

(SEAL)

Mortgagor

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