

(P) AFFIDAVIT FILED *JH*

REAL ESTATE MORTGAGE

FILED GREENVILLE, CO. S. C.

JUN 20 10 19 AM '73

MORTGAGOR(S):		ACCOUNT NUMBER 060-	
LAST NAME MOORE	FIRST Howell	INITIAL E.	SPOUSE'S NAME Bobbie H. Moore
MAILING ADDRESS	STREET	CITY	STATE ZIP

MORTGAGEE:
DONNIE S. TANKERSLEY
Bright Homes, Inc.
Charlotte, North Carolina

WITNESSETH, THAT MORTGAGOR(S), MORTGAGE AND WARRANT TO MORTGAGEE, THE FOLLOWING DESCRIBED REAL ESTATE IN THE COUNTY OF

Greenville, STATE OF SOUTH CAROLINA, TO WIT:

Being near Easley Bridge Road and Saluda River and containing .67 acres on Sunset Drive shown on plat by Joe E. Mitchell, RLS, dated 5-17-73, and described as follows: Begin at iron pin in the center of Sunset Drive, the common boundary of C.M. Hester, thence up the center of Sunset Drive N 88-07 W 211.8 feet to iron pin in center of Sunset Drive; thence N 51-20 W 146.2 feet to iron pin; thence N 38-40 E 126.8 feet; thence S 51-20 E to the point of origin. Bounded by property of C.M. Hester on the North and East and Luta M. Collins on the West. Being the same real estate conveyed to Mortgagors by deed of Clyde M. Hester dated 6-6-73 and recorded in the Records of Greenville County to which deed reference is hereby made.

TOGETHER WITH ALL BUILDINGS AND IMPROVEMENTS NOW OR HEREAFTER ERECTED THEREON AND ALL SCREENS, AWNINGS, SHADES, STORM SASH AND BLINDS, AND HEATING, LIGHTING, PLUMBING, GAS, ELECTRIC, VENTILATING, REFRIGERATING AND AIR-CONDITIONING EQUIPMENT USED IN CONNECTION THEREWITH, ALL OF WHICH, FOR THE PURPOSE OF THIS MORTGAGE, SHALL BE DEEMED FIXTURES AND SUBJECT TO THE LIEN HEREOF, AND THE HEREDITAMENTS AND APPURTENANCES PERTAINING TO THE PROPERTY ABOVE DESCRIBED, ALL OF WHICH IS REFERRED TO HEREINAFTER AS THE "PREMISES".

FOR THE PURPOSE OF SECURING: (1) PERFORMANCE OF EACH AGREEMENT OF MORTGAGOR CONTAINED HEREIN; (2) PAYMENT OF THE STATED SUM EVIDENCED BY MORTGAGOR'S PROMISSORY NOTE AND TIME SALES CONTRACT OF EVEN DATE HERewith IN SAID STATED AMOUNTS, AND PAYABLE AS PROVIDED THEREBY; (3) PAYMENT OF ANY ADDITIONAL ADVANCES MADE BY MORTGAGEE OR THE THEN HOLDER OF THIS MORTGAGE TO MORTGAGOR AT ANY TIME BEFORE THE RELEASE OF THIS MORTGAGE, EACH AND EVERY SUCH ADVANCE TO BE EVIDENCED BY NOTE AND TIME SALES CONTRACT OF MORTGAGOR IN THE AMOUNT OF THE ADVANCE, AND PAYABLE AS PROVIDED THEREBY, BUT AT NO TIME SHALL THIS MORTGAGE SECURE MORE THAN THE AGGREGATE SUM OF \$ 32,977.80 ON ACCOUNT OF THE UNPAID BALANCE OF THE INDEBTEDNESS UNDER (2) ABOVE AND THE UNPAID BALANCE OF SUCH ADDITIONAL ADVANCES, PROVIDED THAT NOTHING HEREIN CONTAINED SHALL BE CONSIDERED AS LIMITING THE AMOUNTS WHICH SHALL BE SECURED HEREBY WHEN ADVANCED TO PROTECT THE SECURITY OR IN ACCORDANCE WITH THE COVENANTS OF THIS MORTGAGE.

ALL PAYMENTS MADE BY MORTGAGOR ON THE OBLIGATION SECURED BY THIS MORTGAGE SHALL BE APPLIED IN THE FOLLOWING ORDER:
FIRST: TO THE PAYMENT OF TAXES AND ASSESSMENTS THAT MAY BE LEVIED AND ASSESSED AGAINST SAID REAL ESTATE, INSURANCE PREMIUMS, REPAIRS, AND ALL OTHER CHARGES AND EXPENSES AGREED TO BE PAID BY THE MORTGAGOR.
SECOND: TO THE PAYMENT OF THE ABOVE OBLIGATION.

TO PROTECT THE SECURITY HEREOF, MORTGAGOR COVENANTS AND AGREES: (1) TO KEEP SAID PREMISES INSURED AGAINST FIRE AND SUCH OTHER CASUALTIES AS THE MORTGAGEE MAY SPECIFY, UP TO THE FULL VALUE OF ALL IMPROVEMENTS FOR THE PROTECTION OF MORTGAGEE IN SUCH MANNER, IN SUCH AMOUNTS, AND IN SUCH COMPANIES AS MORTGAGEE MAY FROM TIME TO TIME APPROVE, AND TO KEEP THE POLICIES THEREFOR, PROPERLY ENDORSED, ON DEPOSIT WITH MORTGAGEE; AND THAT LOSS PROCEEDS (LESS EXPENSES OF COLLECTION) SHALL, AT MORTGAGEE'S OPTION, BE APPLIED ON SAID INDEBTEDNESS, WHETHER DUE OR NOT, OR TO THE RESTORATION OF SAID IMPROVEMENTS. (2) TO PAY ALL TAXES AND SPECIAL ASSESSMENTS OF ANY KIND THAT HAVE BEEN OR MAY BE LEVIED OR ASSESSED WITHIN THE STATE OF SOUTH CAROLINA UPON SAID PREMISES, OR ANY PART THEREOF, OR UPON THE DEBT SECURED HEREBY, OR UPON THE INTEREST OF MORTGAGEE IN SAID PREMISES OR IN SAID DEBT, AND PROCURE AND DELIVER TO MORTGAGEE TEN (10) DAYS BEFORE THE DAY FIXED BY LAW FOR THE FIRST INTEREST OR PENALTY TO ACCRUE THEREON, THE OFFICIAL RECEIPT OF THE PROPER OFFICER SHOWING PAYMENT OF ALL SUCH TAXES AND ASSESSMENTS. (3) TO KEEP SAID PREMISES FREE FROM ALL PRIOR LIENS AND UPON DEMAND OF MORTGAGEE TO PAY AND PROCURE RELEASE OF ANY LIEN WHICH IN ANY WAY MAY IMPAIR THE SECURITY OF THIS MORTGAGE. (4) IN THE EVENT OF DEFAULT BY MORTGAGOR UNDER PARAGRAPHS 1, 2 OR 3 ABOVE, MORTGAGEE, AT ITS OPTION (WHETHER ELECTING TO DECLARE THE WHOLE INDEBTEDNESS SECURED HEREBY DUE AND COLLECTIBLE OR NOT), MAY (A) EFFECT THE INSURANCE ABOVE PROVIDED FOR AND PAY THE REASONABLE PREMIUMS AND CHARGES THEREFOR; (B) PAY ALL SAID TAXES AND ASSESSMENTS WITHOUT DETERMINING THE VALIDITY THEREOF (UNLESS MORTGAGOR HAS INSTITUTED PROPER LEGAL PROCEEDINGS TO TEST THE VALIDITY OF SUCH TAXES OR ASSESSMENTS AND HAVE DEPOSITED WITH MORTGAGEE SECURITY THEREFOR ACCEPTABLE TO IT); AND (C) PAY SUCH LIENS AND ALL SUCH DISBURSEMENTS, WITH INTEREST THEREON FROM THE TIME OF PAYMENT AT THE HIGHEST RATE ALLOWED BY LAW, AND SUCH DISBURSEMENTS SHALL BE DEEMED A PART OF THE INDEBTEDNESS SECURED BY THIS MORTGAGE AND SHALL BE IMMEDIATELY DUE AND PAYABLE BY MORTGAGOR TO MORTGAGEE. (5) TO KEEP THE BUILDINGS AND OTHER IMPROVEMENTS NOW OR HEREAFTER ERECTED IN GOOD CONDITION AND REPAIR, NOT TO COMMIT OR SUFFER AND WASTE OR ANY USE OF SAID PREMISES CONTRARY TO RESTRICTIONS OF RECORD OR CONTRARY TO LAWS, ORDINANCES OR REGULATIONS OF PROPER PUBLIC AUTHORITY, NOT TO REMODEL THE IMPROVEMENTS EXCEPT WITH THE WRITTEN CONSENT OF MORTGAGEE, AND TO PERMIT MORTGAGEE TO ENTER AT ALL REASONABLE TIMES FOR THE PURPOSE OF INSPECTING THE PREMISES. (6) THAT HE WILL PAY, PROMPTLY AND WITHOUT RELIEF FROM VALUATION OR APPRAISEMENT LAWS, THE INDEBTEDNESS SECURED HEREBY, IN FULL COMPLIANCE WITH THE TERMS OF SAID PROMISSORY NOTE AND TIME SALES CONTRACT AND THIS MORTGAGE, AND THAT THE TIME OF PAYMENT OF THE INDEBTEDNESS HEREBY SECURED, OR OF ANY PORTION THEREOF, MAY BE EXTENDED OR RENEWED, AND ANY PORTIONS OF THE PREMISES HEREIN DESCRIBED MAY, WITHOUT NOTICE, BE RELEASED FROM THE LIEN HEREOF, WITHOUT RELEASING OR AFFECTING THE PERSONAL LIABILITY OF ANY PERSON OR CORPORATION FOR THE PAYMENT OF SAID INDEBTEDNESS OR THE LIEN OF THIS INSTRUMENT UPON THE REMAINDER OF SAID PREMISES FOR THE FULL AMOUNT OF SAID INDEBTEDNESS THEN REMAINING UNPAID, AND NO CHANGE IN THE OWNERSHIP OF SAID PREMISES SHALL RELEASE, REDUCE OR OTHERWISE AFFECT ANY SUCH PERSONAL LIABILITY OR THE LIEN HEREBY CREATED. (7) THAT HE IS SEIZED OF THE PREMISES IN FEE SIMPLE AND HAS GOOD AND LAWFUL RIGHT TO CONVEY THE SAME; AND THAT THE PREMISES ARE FREE AND CLEAR OF ANY AND ALL ENCUMBRANCES WHATSOEVER, AND THAT HE DOES HEREBY FOREVER WARRANT AND WILL FOREVER DEFEND THE TITLE AND POSSESSION THEREOF AGAINST THE LAWFUL CLAIMS OF ANY AND ALL PERSONS WHATSOEVER, AND HEREBY FULLY AND ABSOLUTELY WAIVES AND RELEASES ALL RIGHTS AND CLAIMS HE OR SHE MAY HAVE IN OR TO SAID PREMISES AS A HOMESTEAD EXEMPTION NOW EXISTING OR WHICH MAY HEREAFTER BE ESTABLISHED, OR ANY RIGHT IN THE NATURE OF DOWER OR COURTESY, OR ANY STATUTORY SUBSTITUTE THEREFOR. (8) THAT HE WILL PAY ALL COSTS, FEES AND EXPENSES WHERE PERMITTED BY LAW, INCLUDING COSTS OF EVIDENCE OF TITLE AND ATTORNEY'S FEES, IN A REASONABLE SUM INCURRED BY MORTGAGEE, TO APPEAR IN AND DEFEND ANY ACTION OR PROCEEDING PURPORTING TO AFFECT THE SECURITY HEREOF OR THE RIGHTS OR POWERS OF MORTGAGEE.

IT IS MUTUALLY AGREED THAT: (1) IF THE SAID MORTGAGOR SHALL FAIL OR NEGLECT TO PAY INSTALLMENTS ON SAID NOTE AND TIME SALES CONTRACT AS THE SAME MAY HEREAFTER BECOME DUE, OR UPON SALE OR OTHER DISPOSITION OF THE PREMISES BY MORTGAGOR, OR SHOULD ANY ACTION OR PROCEEDING BE FILED IN ANY COURT TO ENFORCE ANY LIEN ON, CLAIM AGAINST OR INTEREST IN THE PREMISES, THEN ALL SUMS OWING BY THE MORTGAGOR TO THE MORTGAGEE UNDER THIS MORTGAGE OR UNDER THE NOTE AND TIME SALES CONTRACT SECURED HEREBY SHALL IMMEDIATELY BECOME DUE AND PAYABLE AT THE OPTION OF THE MORTGAGEE. (2) IN THE EVENT OF FORECLOSURE, MORTGAGOR SHALL BE LIABLE FOR ANY DEFICIENCY REMAINING AFTER SALE OF THE PREMISES, AND APPLICATION OF THE PROCEEDS OF SAID SALE TO THE INDEBTEDNESS SECURED AND TO THE EXPENSES OF CONDUCTING SAID SALE, INCLUDING ATTORNEY'S FEES AND OTHER LEGAL EXPENSES ALLOWED BY LAW. (3) IN CASE THE INDEBTEDNESS SECURED HEREBY OR ANY PART THEREOF IS COLLECTED BY SUIT OR ACTION OR THIS MORTGAGE IS FORECLOSED, OR PUT INTO THE HANDS OF AN ATTORNEY FOR COLLECTION, SUIT, ACTION OR FORECLOSURE, MORTGAGOR SHALL BE CHARGEABLE WITH ALL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, WHICH SHALL BE IMMEDIATELY DUE AND PAYABLE AND ADDED TO THE MORTGAGE INDEBTEDNESS AND SECURED HEREBY. (4) UPON PAYMENT IN FULL BY SAID MORTGAGOR OF HIS INDEBTEDNESS HEREUNDER,