

MORTGAGEE

REAL ESTATE MORTGAGE

ASSOCIATES FINANCIAL SERVICES COMPANY OF SOUTH CAROLINA, INC.

4142 1948 AUGUSTA STREET GREENVILLE

SOUTH CAROLINA

1384 PAGE 112

051786-6 06

11-24-76 01-06-78 12-06-79

ANNUAL PERCENTAGE RATE 19.4%

WOODS, JOHN WILKON
WOODS, BEULAH W
RT 1 BOX 305

FOUNTAIN INN SC 29644

29644

BEULAH W 137.00

35

137.00

4932.00

FINANCE CHARGE

WITNESSETH Mortgagors jointly and severally grant bargain sell convey and mortgage to Mortgagee its successors and assigns the real property hereinafter described as security for the payment of a note of even date herewith for the total amount stated above

The property hereby mortgaged and described below includes all fixtures and improvements thereon including but not limited to rights interests rents issues profits fixtures 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 mortgagee its successors and assigns forever and mortgagors hereby covenant that mortgagors are seized of good and perfect title to said property in fee simple and have authority to convey the same that the title so conveyed is clear free and unencumbered except as hereinafter appears and that mortgagors will forever warrant and defend the same unto mortgagee against all claims whatsoever except those shown or encumbrances if any hereinafter shown

Mortgagors shall fully perform all the terms and conditions of this mortgage and shall pay in full in accordance with its terms the obligations which this mortgage secures then this mortgage shall be null and 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 Mortgagee which policy shall contain a loss-payable clause in favor of Mortgagee as its interest may appear and if mortgagors fail so to do they hereby authorize Mortgagee 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 premium thereon or to add such premium to mortgagors indebtedness if Mortgagee 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 Mortgagee for the protection or preservation of the property shall be repaid jointly and in full not so paid shall be secured hereby mortgagors further agree to pay all taxes assessments dues for repairs and any other expenses incident to the ownership of the mortgaged property when due in order that the same shall not be a lien against the property and no new liens may be created against the property during the term of this mortgage and to pay when due all taxes assessments and other charges on and out of any indebtedness which may be secured by a lien superior to the lien of this mortgage and to keep the same in full payment to make any of the foregoing payments they hereby authorize Mortgagee to pay the same on their behalf and to add the same to mortgagors indebtedness secured hereby To exercise due diligence in the repair and maintenance and preservation 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 excepted To release requisition and waive a right of homestead and dower in and to the mortgaged property

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 installment 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 warranties 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 part of the same then the whole amount hereby secured shall at mortgagors 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 possession 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 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 Mortgagee in addition to taxable costs a reasonable amount as attorneys fees and a reasonable fee for the search made and preparation for such foreclosure together with all other and further expenses of foreclosure and sale including expenses fees 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 Mortgagee 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 Mortgagee 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

Fairview Township, Greenville

The real property hereby mortgaged is located in Greenville County, State of South Carolina, and is described as follows

being adjoining tracts of 3.8 acres and 17.29 acres, respectively, said 3.8 acre tract being shown on a plat recorded in Plat Book Z at Page 131 and said 17.29 acres being shown on a plat recorded in Plat Book III at Page 13, said tracts being separately described as follows: 3.8 acre tract: Beginning at a point in the center of an unnamed County road leading to Fountain Inn, South Carolina, which point is approximately 4 miles east of the Jenkins Bridge Road, at the corner of property now or formerly of Fred S. Peden and property of Wilkon Woods and running thence along the line of Fred S Peden, S 10-15 E 663.5 feet to a stake; thence, N 52-00 E 287 feet to an iron pin; thence N 27-00 E 27 feet to a nail in the center of said road; thence along the center of said road, N 72-15 W 135 feet to a nail in the center of said road; thence, N 66-30 W 396 feet to the point of beginning. Being the same property conveyed to the mortgagors by deed of Wilkon Woods dated January 29, 1951, recorded in Deed Book 428 at Page 121, RMC Office for Greenville County... DESCRIPTION CONTINUED:

IN WITNESS WHEREOF, Mortgagors have executed this mortgage on the day above shown.

deed of Wilkon Woods dated January 29, 1951, recorded in Deed Book 428 at Page 121, RMC Office for Greenville County... (SEAL)

Witness Donna Smith (SEAL) Mortgagor John Wilkon Woods (SEAL) Mortgagor Beulah W. Woods

666127 REV. 9-78

ORIGINAL

4328 RV-2