

MORTGAGEE  
ASSOCIATES FINANCIAL SERVICES COMPANY OF SOUTH CAROLINA, INC.  
4142 1948 AUGUSTA STREET GREENVILLE 10 SOUTH CAROLINA

BOOK 1417 PAGE 475

060162-3 11 11-29-77 01-11-78 12-11-83 ANNUAL PERCENTAGE RATE 18.00  
DUFFIE, JAMES M. 394.00 3903.58 FINANCE CHARGE  
20 SPRINGFIELD AVE .00 6050.97  
GREENVILLE SC 29611 CLAUDIA 156.15 71 138.00 9954.15

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 in even date herewith in the full amount stated above.

The property hereby mortgaged and described below includes all tenements, easements, appurtenances, rights, privileges, interests, rents, issues, profits, fixtures and appliances thereunto attaching or in any wise thereto acceding.

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, true and unincumbered except as hereinafter appears and that mortgagors will forever warrant and defend the same unto Mortgagee against all claims whatsoever except those of record and priorities of any hereinafter shown.

If 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 fire, theft or otherwise. Mortgagors agree that any sums advanced or expended by Mortgagee 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 or lien of any other existing or future lien may be created against the property during the term of this mortgage, and to pay when due all installments of interest and principal on both of the aforesaid indebtedness which may be secured by a lien superior to that of this mortgage and existing on the date hereof. If mortgagors fail to make any of the foregoing payments, they hereby authorize Mortgagee 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 repair of the mortgaged property and improvements thereon, and not to commit or allow waste of the mortgaged premises, and to keep the mortgaged property in its present condition and repair, normal and ordinary depreciation excepted. To release, relinquish and waive all right of dower, estate 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 if 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 Mortgagee's option, become immediately due and payable, without notice or demand, and shall be collectible in a sum of one 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 thereon, 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.

The real property hereby mortgaged is located in **Greenville** County, State of South Carolina, and is described as follows: **being shown and designated as Lot Number 23 on plat of James H. Campbell Property recorded in Plat Book AA at Page 109 of the RMC Office for Greenville County. This is the same property conveyed to Mortgagor by deed of William C. and Margie S. Burns recorded January 6, 1969 in Deed Book 859 at Page 388.**

Title to said property is clear, free and unencumbered except (state exceptions, if any)

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

*Patricia Ritchie*  
Witness

*Claudia Duffie*  
Mortgagor

(SEAL)  
Mortgagor

(SEAL)  
Mortgagor

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ORIGINAL

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