

FILED
OCT 4 1978
DEPT. OF REVENUE

THIS MORTGAGE, made this 10 day of May, 1978.
Louis & Ann Frank
603 Cherokee Dr. City of Greenville (called "Mortgagor" herein);
Atlanta's Peels Inc.
1120 Broad River Rd. Columbia, S.C. (called "Mortgagee" herein);

WITNESSETH:

WHEREAS, Mortgagor as Buyer is purchasing certain goods and/or services ("Property Improvements") from Mortgagee as Contractor under a Home Improvement Installment Contract (called "Installment Contract" herein) dated 10 May, 1978 with the Buyer's unpaid indebtedness thereunder (referred to therein as "Total of Payments") of \$5,490.16 being payable to Mortgagee at the office of The Gramatan Home Investors Corp., P.O. Box 245, Hartsdale, New York 10530 in 72 consecutive monthly installments of \$71.98 each, commencing 2 month(s) from date of completion of the Property Improvements and continuing monthly thereafter on like date. The Installment Contract also provides for delinquency and collection charges.

NOW, KNOW ALL MEN, that the Mortgagor in consideration of the said debt and for the better securing the payment thereof, according to the conditions of the said Installment Contract which with all its provisions is hereby made a part hereof, and also in consideration of Three Dollars to the said Mortgagor in hand well and truly paid, by the said Mortgagee, at and before the sealing and delivery of these Presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release unto the said Mortgagee, its heirs, successors and assigns forever, the following described real estate:

603 Cherokee Drive, Greenville: Description attached. Derived from deed of Louise Julian McGraw 6/6/77 Book 1019 Page 483, 10/6/77, and

being and intended to be the same premises conveyed to Mortgagor by deed dated 10/6/77 recorded in Bk. 1069, Pg. 608 in the Office of the Clerk of Greenville TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

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

AND Mortgagor does hereby bind Mortgagor and his (their) heirs, executors and administrators, to procure or execute any further necessary assurances of title to the said premises.

AND IT IS AGREED, BY AND BETWEEN THE PARTIES HERETO, THAT:

1. Should the premises above described be sold or conveyed or in the event any mechanics', materialmen's, workmen's, judgment or tax liens lie against the premises, or this or any mortgage covering the premises shall be in default on or after the date hereof, or should the Installment Contract be in default, then the indebtedness secured hereby shall at the option of Mortgagee immediately become due and payable, anything therein to the contrary notwithstanding.
2. Upon any such default or any default in the performance of the covenants herein, Mortgagee may exercise any or all of the following remedies: Mortgagee may enter upon the premises for the purpose of inspecting the same; or Mortgagee may enter upon and take possession of the said premises, receive the rents and profits thereof and apply the same toward the payment of taxes, upkeep of the property and the fulfillment of the covenants of this mortgage; or Mortgagee may cause a receiver to be appointed; or Mortgagee may sell or cause to be sold the property hereby mortgaged at a foreclosure sale and convey the same to the purchaser and out of the proceeds of such sale retain the moneys due under the terms of this mortgage, the cost and charge of such sale, and attorney's fees, rendering the surplus money, if any, to the Mortgagor.
3. Mortgagor will keep the premises fully insured against loss by fire and such other risks as Mortgagee may require, for the benefit of Mortgagee, and in default thereof Mortgagee may, but shall not be obligated to, so insure the same. Such expenditures for insurance by Mortgagee shall become additional indebtedness secured hereby. The Mortgagor assigns to the Mortgagee all moneys not in excess of the unpaid indebtedness secured hereby which may be payable by reason of such insurance, and the Mortgagor hereby directs any insurance company to make payments directly to the Mortgagee, to be applied to the unpaid indebtedness.
4. No building on the premises shall be altered, removed or demolished without the consent of Mortgagee, and Mortgagor covenants not to commit or permit waste of any kind upon or of said property.
5. Mortgagor will pay all taxes, assessments or water rates, and in default thereof Mortgagee may, but shall not be obligated to, pay the same. Such expenditures by Mortgagee shall become additional indebtedness secured hereby.
6. Mortgagor will pay all installments of principal or interest on any prior mortgage, and in default thereof, Mortgagee may, but shall not be obligated to, pay the same. Such expenditures by Mortgagee shall become additional indebtedness secured hereby.
7. Any amounts paid by Mortgagee for insurance, taxes, assessments, water rates, or any installment of principal or interest on any prior mortgage shall bear interest at the highest lawful rate, and shall be paid by Mortgagor upon demand.
8. In addition to the rights provided hereunder, Mortgagee shall have all the rights, privileges and remedies provided by law.
9. The rights, privileges and remedies of Mortgagee are cumulative, and no single exercise of one or more of them shall preclude or bar the exercise of any other.
10. This mortgage shall inure to the benefit of the successors and assigns of Mortgagee and shall be binding upon the heirs, executors, successors and legal representatives of Mortgagor.

PROVIDED, ALWAYS, and it is the true intent and meaning of the parties to these Presents, that when the Installment Contract, and all moneys due thereunder, including the Finance Charge, and also all sums of money payable by the Mortgagee, his (their) heirs, successors or assigns according to the conditions or agreements of the Installment Contract and of this mortgage, shall be paid and all of the other obligations of the Buyer under the Installment Contract and of the Mortgagor under this mortgage shall have been performed according to the true intent and meaning of the Installment Contract and of this mortgage, then this mortgage shall cease, determine and be void, otherwise it shall remain in full force and effect.

AND IT IS LASTLY AGREED, by and between the said parties, that the said Mortgagor may hold and enjoy the said premises until default of payment shall be made.

WITNESS my (our) Hand and Seal, this 10 day of May, 1978
Signed, sealed and delivered in the presence of
WITNESS Randy Stagg ✓ Louis Frank (L.S.)
WITNESS [Signature] ✓ Ann Frank (L.S.)
Louis Frank, Ann Frank

STATE OF SOUTH CAROLINA)
COUNTY OF) ss.:

The foregoing instrument was acknowledged before me this 10 day of May, 1978
by Jernon Henry
Notary Public
My Commission Expires May 1, 1982

STATE OF SOUTH CAROLINA)
COUNTY OF) ss.:

I, Jernon Henry a Notary Public, do hereby certify unto all whom it may concern, that Mrs. Ann Frank the wife of the within named Louis Frank did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within the named Mortgagee, its successors and assigns, all her interest and estate, and also all her right and claim of dower of, in or to all and singular the premises within mentioned and released.

10 day of May, A.D. 1978
Notary Public
My Commission Expires May 1, 1982
WITNESS Ann Frank (L.S.)
(wife of mortgagor)

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