

MORTGAGE

BOOK 1539 PAGE 781

NOW ALL MEN BY THESE PRESENTS that **Louis E. Boyd**
 and **Annie Boyd** his wife
 State of South Carolina hereinafter whether one or more called the Mortgagor has become justly indebted to **Southland Trane**
 of **Greenville** County State of **S.C.** hereinafter called the Mortgagee in the sum of **Five Thousand Seven**
Hundred One and 20/100 DOLLARS (\$ 5701.20) evidenced by a Home Improvement Credit Sale Agreement of even date herewith.

NOW for and in consideration of the aforesaid indebtedness and to secure the prompt payment of the same Mortgagor has bargained and sold and does hereby grant bargain sell and convey unto the said Mortgagee his successors and assigns the following described lot or parcel of land situated in **Greenville** County State of South Carolina to wit

see attached

Together with all rights members privileges hereditaments easements and appurtenances belonging or appertaining Mortgagor agrees to warrant and forever defend all and singular the said premises unto the said Mortgagee its successors and assigns from and against said Mortgagor his heirs executors administrators and assigns and all other persons whomsoever lawfully claiming or to claim the same or any part thereof and Mortgagor hereby covenants and warrants that he has a fee simple title to said property free from all encumbrances except

TO HAVE AND TO HOLD all and singular the aforegranted and bargained premises unto the Mortgagee forever provided always that if the Mortgagor shall and will pay to the order of the Mortgagee according to its tenor and effect that certain Home Improvement Credit Sale Agreement of even date herewith and secured hereby and any other sums which become owing by the Mortgagor to the Mortgagee prior to cancellation hereof then this mortgage shall cease terminate and be void otherwise to remain in full force and effect

The Mortgagor agrees and covenants to pay all taxes and special assessments against the property and agrees to pay all taxes levied under the laws of this State on the indebtedness secured hereby Mortgagor further covenants and agrees that he will at all times until the release of this mortgage keep in force a policy of insurance on that portion of the mortgaged property which is insurable covering loss and damage by fire and the other casualties covered by the usual comprehensive casualty insurance policy Such policy shall be in an amount not less than the balance owing upon the indebtedness secured hereby with loss payable to the Mortgagee In the event of loss Mortgagor shall give immediate notice by mail to the Mortgagee who will make proof of loss if not made promptly by the Mortgagor and each insurance company concerned is hereby authorized and directed to make payment of such loss directly to the Mortgagee instead of the Mortgagor and Mortgagor jointly but in the event any payment is made jointly Mortgagor hereby authorizes Mortgagee to endorse his name on any check draft or money order as his attorney-in-fact Upon payment for loss the Mortgagee may at his sole option apply such proceeds to reduce the balance of the indebtedness or to restore the mortgage property

The Mortgagor agrees and covenants that he will maintain the mortgaged property in good condition and will not commit or permit anyone else to commit waste reasonable wear and tear excepted Upon the failure of the Mortgagor to so maintain the mortgaged property the Mortgagee may cause reasonable maintenance work to be performed at the cost of the Mortgagor Any such sum so expended shall be due immediately from Mortgagor

The Mortgagor hereby vests the Mortgagee with the full power and authority upon the breach of any covenant or warrant herein contained or upon any default in the payment of any installment provided in said Home Improvement Credit Sale Agreement or any renewal or extension thereof or in the performance of any agreement herein contained to declare the entire indebtedness hereby secured less unearned charges due and payable as provided by law and to take possession of said property and proceed to foreclose this mortgage in accordance with the law of this State

The Mortgagor (if more than one all mortgagors) hereby waives and relinquishes all rights of exemption and homestead

This mortgage may be assigned by the Mortgagee without the consent of the Mortgagor and when so assigned the assignee shall have all of the rights and privileges given to the Mortgagee by the provision of this mortgage

This mortgage is in addition to any other lien or security heretofore or hereafter given or obtained by the Mortgagee and is not in satisfaction or in lieu of any other lien or security

In this mortgage whenever the context so requires the masculine gender includes the feminine and/or neuter and the singular includes the plural This mortgage shall bind all parties hereto their heirs legatees administrators executors successors and assigns

In witness whereof the Grantors hereunto set their hands and seals this 13th day of April 1981
 Signed in the presence of:

Cheryl Bever
Bill Jam

(X) *Louis E. Boyd* (Seal)
 (X) *Annie Boyd* (Seal)
 X (Seal)

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