

MORTGAGE

BOOK 1559 PAGE 7

KNOW ALL MEN BY THESE PRESENTS, that Betty Habighorst
 and _____ his _____ of Greenville County,
 State of South Carolina, hereinafter whether one or more called the "Mortgagor" has become justly indebted to Preferred Services
 of Greenville County, State of S.C. hereinafter called the "Mortgagee" in the sum of Sixty Eight
 Hundred & 25.00 DOLLARS (\$ 6825.00) evidenced by a promissory note of even date hereath in the total amount set forth above, payable
 in 60 monthly installments, the first installment being \$ 175.00 and the remaining installments being \$ 175.00
 each with the final payment being the unpaid balance, the first installment of which is payable one month from the date of the completion of certain property improvements made
 pursuant to a home improvement sales contract between Mortgagor and Mortgagee dated Dec. 1st, 1981 unless a different first payment date is inserted
 here _____ and the remaining installments payable on the date of each month thereafter until fully paid together with late charges, court costs,
 collection expenses, attorney fees, interest after maturity, and all terms, conditions and stipulations provided for in said note

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

1 Brick house with car port. Located ~~RM~~ at 402 Pine Knoll Dr.
 All that piece, parcel or lot of Land situate, lying and being in
 the State of South Carolina, County of Greenville, being shown as
 part of lots 35 and 39 and all of Lots 36, 37, and 38 on plat of
 Cuttfino Hairs recorded in the R.M.C. Office for Greenville County,
 S.C. in Plat Book "J", page 121 and being shown on a more recent plat
 of Property of Betty C. Habighorst, prepared by R.B. Bruce, Surveyor,
 dated April 12, 1977, recorded in the R.M.C. Office for Greenville

Together with all rights, members, privileges, hereditaments, easements and appurtenances belonging or appertaining, Mortgagor agrees to warrant and forever de-
 fend 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 whosoever 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 promissory note of even date hereath 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 with an insurer acceptable to the Mortgagee, 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. In the event the Mortgagor shall neglect or refuse to obtain said insurance or pay any taxes when due, then the Mortgagee may at his sole option
 obtain such insurance or pay all such taxes or both, and all sums expended therefor are hereby secured by this mortgage and shall be due immediately from Mortgagor to
 Mortgagee with interest at the rate of 6% per annum from the date of payment by the Mortgagee until paid.

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 with interest at the rate of 6% per annum from the date
 expended until paid.

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 note 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, immediately due and payable, without notice to any person to take possession of said property and proceed to foreclose
 this mortgage in accordance with the law of this State. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the Mortgagee become a party
 of any suit involving this mortgage or the title to the premises described herein, or should the debt secured hereby or any part thereof be placed in the hands of any attorney
 at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee, not in excess of 15% of the unpaid debt after
 default, shall thereupon become due and payable immediately or on demand, at the option of the Mortgagee, as a part of the debt secured hereby, and may be recovered and
 collected hereunder.

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
 Signed in the presence of

1st. Day of Dec. 19 81

James E. Ladoy (Seal)
John M. Ladoy X (Seal)
Betty C. Habighorst (Seal)
 X (Seal)

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