

REAL ESTATE MORTGAGE

BOOK 1570 PAGE 925

THE STATE OF SOUTH CAROLINA
 COUNTY OF Greenville

FILED
 C. S. C.
 PH '82

This Mortgage is made this 24th day of May, 1982 between
 Mortgagor(s) Richard Steven Spencer and Bottie Spencer (herein "Borrower"), and
 the Mortgagee, FinanceAmerica Corporation, a corporation organized and existing under the laws of South Carolina whose address is
PO Box 6020 Greenville, SC 29606 (herein "Lender").

Whereas, Borrower is indebted to Lender in the principal sum of \$9978.62
 Dollars, which indebtedness is evidenced by Borrower's note dated 5/24/82 (herein "Note"), providing for monthly installments
 of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 6, 1992

To secure to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon, together with all extensions, renewals or modifications
 thereof, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of
 the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns
 the following described property located in the County of Greenville, State of South Carolina:

ALL that certain piece, parcel or lot of land situate, lying and being:
 in the State of South Carolina, County of Greenville, being known and
 designated as Lot No. 150, Winding Way, Peppertree Subdivision, Section
 No. 2, as shown on a plat of Peppertree, recorded in Plat Box 4X at Page 3
 and revised by plat recorded in Plat Book 5E, at page 62, and having
 according to said revised plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin located on the southern side of the right-of-way
 of Winding Way, a joint corner of Lots Nos. 149 and 150; thence along said
 right-of-way N50-52E 43.0 feet to an iron pin; thence N35-34E 22.2 feet
 to an iron pin; thence S42-05E 130.64 feet to an iron pin; thence S42-45W
 38.2 feet to an iron pin; thence S57-00W 55.0 feet to an iron pin;
 thence N29-25W 126.7 feet to an iron pin, the point of beginning.

THIS being the same property conveyed unto the Grantor herein by deed of
First Federal Savings and Loan Association of Greenville, SC dated 11-4-77
in Volume 1068, Pg 45 recorded 11-4-77 in the RMC Office for Greenville county
 which has the address of 1307 Winding Way Taylor
South Carolina 29687 (City) (herein "Property Address");
 (State and Zip Code)

To have and to hold unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the
 property, and all fixtures now or hereafter attached to the property, all of which including replacements and additions thereto, shall be deemed to be and
 remain in a part of the property covered by this Mortgage, and all of the foregoing, together with said property are herein referred to as the "Property".

Borrower and Lender covenant and agree as follows:
 1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note,
 prepayment and late charges as provided in the Note.

2. **Insurance.** Borrower shall keep all improvements on said land, now or hereafter erected, constantly insured for the benefit of the Lender against loss by
 fire, windstorm and such other casualties and contingencies, in such manner and in such companies and for such amounts, not exceeding that amount necessary
 to pay the sum secured by this Mortgage, and as may be satisfactory to the Lender. Borrower shall purchase such insurance, pay all premiums therefor, and
 shall deliver to Lender such policies along with evidence of premium payment as long as the note secured hereby remains unpaid. If Borrower fails to purchase
 such insurance, pay the premiums therefor or deliver said policies along with evidence of payment of premiums thereon, then Lender, at his option, may
 purchase such insurance. Such amounts paid by Lender shall be added to the Note secured by this Mortgage, and shall be due and payable upon demand by
 Borrower to Lender.

3. **Taxes, Assessments, Charges.** Borrower shall pay all taxes, assessments and charges as may be lawfully levied against the Property within thirty (30)
 days after the same shall become due. In the event that Borrower fails to pay all taxes, assessments and charges as herein required, then Lender at his option,
 may pay the same and the amounts paid shall be added to the Note secured by this Mortgage, and shall be due and payable upon demand by Borrower to
 Lender.

4. **Preservation and Maintenance of Property.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or
 deterioration of the Property.

5. **Transfer of the Property: Due on Sale.** If the Borrower sells or transfers all or part of the Property or any rights in the Property, any person to whom
 the Borrower sells or transfers the Property may take over all of the Borrower's rights and obligations under this Mortgage (known as an "assumption of the
 Mortgage") if certain conditions are met. Those conditions are:

- (A) Borrower gives Lender notice of sale or transfer;
- (B) Lender agrees that the person qualifies under its then usual credit criteria;
- (C) The person agrees to pay interest on the amount owed to Lender under the Note and under this Mortgage at whatever rate Lender requires; and
- (D) The person signs an assumption agreement that is acceptable to Lender and that obligates the person to keep all of the promises and agreements
 made in the Note and in this Mortgage.

If the Borrower sells or transfers the Property and the conditions in A, B, C and D of this section are not satisfied, Lender may require immediate payment in
 full of the Note, foreclose the Mortgage, and seek any other remedy allowed by the law. However, Lender will not have the right to require immediate payment
 in full or any other legal remedy as a result of certain transfers. Those transfers are:

- (i) the creation of liens or other claims against the Property that are inferior to this Mortgage, such as other mortgages, materialman's liens, etc.;
- (ii) a transfer of rights in household appliances, to a person who provides the Borrower with the money to buy these appliances, in order to protect
 that person against possible losses;
- (iii) a transfer of the Property to surviving co-owners, following the death of a co-owner, when the transfer is automatic according to law; and
- (iv) leasing the Property for a term of three (3) years or less, as long as the lease does not include an option to buy.

6. **Warranties.** Borrower covenants with Lender that he is seized of the Property in fee simple, has the right to convey the same in fee simple, that title is
 marketable and free and clear of all incumbrances, and that he will warrant and defend the title against the lawful claims of all persons whomsoever, ex-
 ceptions hereinafter stated. Title to the Property is subject to the following exceptions:

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STATE OF SOUTH CAROLINA
 DEPARTMENT OF REVENUE
 DOCUMENTARY STAMP
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