

THE STATE OF SOUTH CAROLINA
COUNTY OF Greenville

AUG 23 4 35 PM '93
JUL 21 1993
R.M.C.

This Mortgage is made this 19th day of August 1993 between the Mortgagee, Finance America Corporation, a corporation organized and existing under the laws of South Carolina P. O. Box 6020, Greenville, SC 29606

and the Borrower, Robert B. Strange and Wilma A. Strange whose address is therein "Lender"

Whereas, Borrower is indebted to Lender in the principal sum of \$15,109.27 Dollars which indebtedness is evidenced by Borrower's note dated August 19, 1983 (herein "Note") providing for monthly installments of principal and interest, with the balance of the indebtedness if not sooner paid due and payable on August 26, 1993

In order 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 lot of land situate on the Northeastern side of Riverwood Drive in the County of Greenville, State of South Carolina, being shown as a tract containing 0.93 acres on a Plat of the Property of H. A. McAlister dated January, 1973, prepared by James L. Strickland, recorded in Plat Book 4-Y at Page 53 in the R.M.C. Office for Greenville County.

This is the identical property conveyed to Robert B. Strange and Wilma A. Strange by H. A. McAlister by deed dated and recorded December 14, 1979, in Deed Book 1117 at Page 367 in the R.M.C. Office for Greenville, County.

which has the address of Route 13, Ryland Road Greenville South Carolina 29611 (State and Zip Code)

Greenville (City) (herein "Property Address")

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 a part of the property covered by this Mortgage, and that 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 pay when due the principal of and interest on the indebtedness evidenced by the Note, preparation 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, as usual in such insurance companies and for such amounts, not exceeding that amount necessary to pay the sum insured by this Mortgage, and as may be satisfactory to the Lender. Borrower shall purchase such insurance, pay all premiums therefor, and shall reimburse Lender such amounts as may be required for payment of premiums thereon. If Borrower fails to purchase such insurance, pay the premiums therefor, or reimburse Lender for payment of premiums thereon, then Lender, at his option, may purchase such insurance. Such amounts paid by Lender shall be added to the Note 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 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, or any other person, conveys the Property or an interest in the Property, any person to whom the Borrower conveys an interest in the Property, or any interest in the Property, shall be deemed to have assumed the Mortgage herein as an assumption of the Mortgage. The conveyance and the assumption shall be subject to the following:

- (A) Borrower gives Lender notice of sale or transfer.
- (B) Lender agrees that the person to whom the Property is transferred shall:
- (C) The person to whom the Property is transferred shall pay interest on the amount of the Note and under this Mortgage at a rate over rate Lender requires, and
- (D) The person to whom the Property is transferred shall reimburse Lender and shall guarantee the person to whom the Property is transferred shall keep all of the promises and agreements made in the Note and under this Mortgage.

If the Borrower conveys an interest in the Property and the person to whom the Property is transferred is not satisfied, Lender may require immediate payment in full of the Note and under this Mortgage, and may also require immediate payment of the balance of the Note and under this Mortgage. Lender shall retain the right to require immediate payment of the Note and under this Mortgage if the person to whom the Property is transferred is not satisfied.

6. **Appurtenant Rights** Borrower shall execute all necessary instruments to give effect to this Mortgage such as other mortgages, materialman's liens, etc. and shall execute all necessary instruments to give effect to this Mortgage such as other mortgages, materialman's liens, etc. and shall execute all necessary instruments to give effect to this Mortgage such as other mortgages, materialman's liens, etc. and shall execute all necessary instruments to give effect to this Mortgage such as other mortgages, materialman's liens, etc.

7. **Warranties** Borrower warrants to Lender that he is seised 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 encumbrances, and that he will warrant and defend the title against the lawful claims of all persons whomsoever, except for the exceptions hereinafter stated, title to the Property, subject to the following exceptions:

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R.M.C.