

ACCOUNT NO. 40002-8
BRANCH Greenville, SC

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

FILED MORTGAGE
GREENVILLE CO. S. C.

WHEREAS, John Allen Freeman and Serita Gail Freeman (hereinafter called the mortgagor), in and by his certain note of even date, stands firmly held and bound unto SAFEWAY FINANCE CORPORATION of SOUTH CAROLINA (hereinafter called the mortgagee) for the payment of Six Thousand Six Hundred Fifty Three (\$ 6653.52) Dollars, payable in 60 consecutive monthly installments, with the entire balance, if not sooner paid, being due 2-01 19 89 , with interest and/or other lawful charges, as in and by the note, reference being had thereunto, will more fully appear.

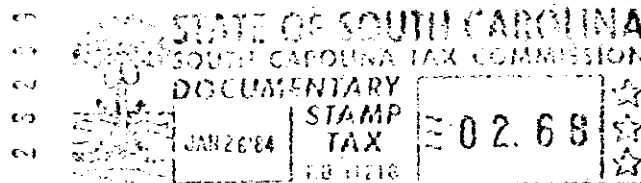
NOW, KNOW ALL MEN BY THESE PRESENTS: That the mortgagor, for and in consideration of the debt or sum of money aforesaid, and to better secure its payment to the mortgagee according to the condition of the note, and also in consideration of the further sum of THREE (\$3.00) DOLLARS to the mortgagor in hand well and truly paid by the mortgagee at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the mortgagee, its/his successors, heirs and assigns, the real property described as follows situated in Greenville County, South Carolina, to wit:

ALL that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, on the southern side of Fourth Day Street and being known and designated as Lot No. 61 on plat of CANTERBURY Subdivision, Section 1, recorded in the RMC Office for Greenville County in Plat Book 4-N at Page 69 and having such metes and bounds as shown thereon, reference to said plat being made for a more complete description.

THIS conveyance is subject to restrictions, setback lines, roadways, zoning ordinances, easements and rights - of - way appearing on the property and/or of record.

THIS is the same property as that conveyed to the Grantors herein by deed from The Fortis Corporation recorded in the RMC Office for Greenville County in Deed Book 1047 at Page 991 on December 16, 1976.

THE mailing address of the Grantees herein is 106 Fourth Day Street, Piedmont, South Carolina 29673.



Being all or a portion of the real estate conveyed to mortgagor by Robert E. Dempsey and Janet L. Dempsey by a Warranty Deed dated 10-24 19 79, and recorded in the Office of the R. M. C./Clerk of Court for Greenville County, South Carolina, in Deed Book 1114 at Page 202

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the premises belonging, or in anywise appertaining.

TO HAVE AND TO HOLD all and singular the premises unto the mortgagee, its successors and assigns forever.

AND the mortgagor does hereby bind himself and his heirs and successors to warrant and forever defend all and singular the premises unto the mortgagee, its successors and assigns, from and against himself and his heirs and successors, lawfully claiming, or to claim the same, or any part thereof.

AND IT IS AGREED, by and between the parties that the mortgagor, his heirs and successors and assigns, shall keep any building erected on the premises insured against loss and damage by fire for the benefit of the mortgagee, for an amount not less than the sum shown above, with such company as shall be approved by the mortgagee, its successors and assigns, and shall deliver the policy to the mortgagee; and in default thereof, the mortgagee, its successors or assigns may effect such insurance and reimburse themselves under this mortgage for the expense thereof, together with interest thereon at the rate provided in the note from the date of its payment. And it is further agreed, in the event of other insurance and contribution between the insurers, that the mortgagee, its successors and assigns, shall be entitled to receive from the aggregate of the insurance monies to be paid a sum equal to the amount of the debt secured by this mortgage. In the event of any casualty loss, mortgagor directs any insurer to pay mortgagee directly to extent of its interest and appoints mortgagee as attorney-in-fact to endorse any draft, to the extent not prohibited by law.

AND IT IS AGREED, by and between the parties, that if the mortgagor, his heirs and successors or assigns, shall fail to pay all taxes and assessments upon the premises when they shall first become payable, then the mortgagee, its successors or assigns, may cause the same to be paid, together with all the penalties and costs incurred thereon, and reimburse themselves under this mortgage for the sum so paid, with interest thereon at the rate provided in the note from the date of such payment.

AND IT IS AGREED, by and between the parties that upon any default being made in the payment of the note or of the insurance premiums, or of the taxes, or of the assessments hereinabove mentioned, or failure to pay any other indebtedness which constitutes lien upon the real property, when the same shall severally become payable, then the entire amount of the debt secured or intended to be secured less any required refunds hereby shall immediately become due and payable without notice or demand at the option of the mortgagee, its successors or assigns, although the period for the payment thereof may not then have expired, and this mortgage may be foreclosed free of exemptions pursuant to law immediately.

AND IT IS AGREED, by and between the parties that should legal proceedings be instituted for the collection of the debt secured hereby, then the mortgagee, its successors or assigns, shall have the right to have a receiver appointed of the rents and profits of the premises, who, after deducting all charges and expenses attending such proceedings, and the execution of the trusts as receiver, shall apply the residue of the rents and profits towards the payment of the debt secured hereby.

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