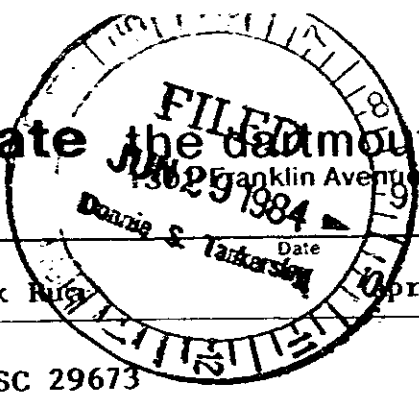


# Mortgage of Real Estate **the dadmouth plan, inc.** south carolina



Person giving the mortgage (mortgagor) Hernando J. Rua & Theo Maxine Merck Rua Date April 4, 1984

Mortgagor's address Rt. 5 214 Burbank Ct., Piedmont, SC 29673

## The mortgage

This is your mortgage of real estate in connection with your Retail Installment Contract of April 4, 1984 in the amount of \$ 8,800.00 plus pre-computed interest. In this mortgage, you and your mean Hernando J. & Theo Maxine Merck Rua

This mortgage may be sold or assigned. We, us, and our mean the owner or holder of the mortgage.

Under this mortgage, you give to us a claim on certain real estate you own.

This mortgage is to secure your promise to pay for certain improvements to your property. The amount of the mortgage won't be greater than what you owe for the improvements. Both the improvements and the property covered by the mortgage are described below.

**The improvements.** The improvements and the amount you owe for them are described in the Retail Installment Contract. The Retail Installment Contract and this mortgage should be considered as one agreement.

You confirm that you have no defenses or offsets to, or which might impair, this mortgage or the Retail Installment Contract.

**Property covered by the mortgage.** The mortgage covers the following real estate.

<b>Location</b>	
Street	<u>Rt. 5 214 Burbank Ct.</u>
City	<u>Greenville</u>
County	<u>Greenville</u>
State	<u>South Carolina</u>
Zip	<u>29673</u>

A complete description of this property appears below.

- This mortgage also applies to:
- All rights you have in any adjoining property or streets.
  - Any money you receive if your property is taken by the government, up to the amount of the mortgage. You'll do whatever is necessary to transfer money you receive from the government to us.

**Your title to the property.** You own the property covered by this mortgage. If anyone else claims ownership of the property, you'll defend us against that claim.

Witness Dennis Laws  
 Witness Janet M. Thrun

## Protecting the property

You'll keep the property in good condition, and you won't demolish any building or significantly alter the property in any way. You won't transfer your ownership without first notifying us in writing.

**Fire insurance.** You'll provide fire insurance that is adequate to replace any loss to the property. We will be named as the person to be paid in the event of a loss.

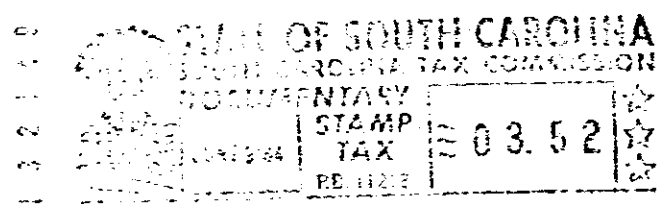
**Taxes:** You'll pay any taxes or assessments on the property when they are due. If you don't, we can pay them. You'll be responsible to us for the amount of those payments, plus interest as provided in the Retail Installment Contract.

**Entire amount due.** We can require you to immediately pay the entire balance of what you owe if you transfer your ownership in the property. You should remember that the entire amount may also become due for any of the reasons covered in the Retail Installment Contract such as failure to make a payment when it's due.

**Foreclosure.** If the entire balance of what you owe becomes due for any reason, we may foreclose this mortgage. This means that we will obtain a court judgment permitting it to sell the property to pay what you owe.

In an action to foreclose this mortgage, we will be entitled to the appointment of a receiver. A receiver is an impartial person appointed to protect the property during the foreclosure action.

**Waiver.** Our acceptance of partial or delinquent payments or our failure to exercise any particular right or remedy will not be a waiver of any of your obligations or be a waiver at any later time to enforce all the provisions of this mortgage and to exercise any and all remedies provided by law.



Sign, sealed, and delivered in the presence of:  
Hernando J. Rua  
 Mortgagor Hernando J. Rua  
Theo Maxine Merck Rua  
 Mortgagor Theo Maxine Merck Rua

## Description of mortgaged property

84  
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21A01

All that certain piece, parcel or lot of land in the State of South Carolina, County of Greenville, on the norther side of Burbank Court, Gantt Thownship, shown and designated as Lot No. 214 on a Plat of Rockvale, Section 2, made by J. Mac Richardson Surveyor, dated July 1959, and recorded in the RMC Office for Greenville County in Plat Book QQ at page 109, and having, according to said plat, the following metes and bounds, to wit: Beginning at an iron pin on the northern side of Burbank Court, at the joint front corner of Lots No. 213 and 214 and running thence along said Court, N. 86-21 W., 48.1 feet to an iron pin; thence with the curve of Burbank Court, N. 45-51 W., 34.5 feet to an iron pin at the joint front corner of Lots No. 214 and 215; thence N. 5-31 E. 171.8 feet to an iron pin; thence S. 63-10 E., 81.6 feet to an iron pin; thence S. 5-25 W., 164.9 feet to an iron pin on the northern side of Burbank Court, being the point of beginning.

SAID PREMISES ARE KNOWN AS AND BY Route 5 214 Burbank, Ct., Piedmont, SC. This is the same property from Secretary of Housing, and Urban Development recorded in Greenville County on 3/9/78, Liber 1075 page 40 to Hernando J. Rua & Theo Maxine Merck Rua.

