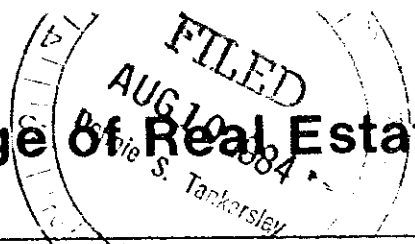


# Mortgage of Real Estate

the dartmouth plan, inc.

south carolina

1301 Franklin Avenue, Garden City, N.Y. 11530



VOL. 1518 PAGE 822

Person giving the mortgage (mortgagor)

Date

James Gerald Bailey & Elizabeth Ann Mulkey Bailey  
Mortgagor's address

April 3, 1984

Rt. 11 Box 23 Appaloosa Dr., Greenville, SC 29611

## The mortgage

This is your mortgage of real estate in connection with your Retail Installment Contract of April 3, 1984 in the amount of \$ 8,100.00 plus pre-computed interest. In this mortgage, you and your mean

James Gerald & Elizabeth Ann Mulkey Bailey

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.

### Location

Street

Rt. 11 Box 23 Appaloosa Dr.

City

County

Greenville

Greenville

State

Zip

South Carolina

29611

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.

*Dennis E. Laws*  
Witness Dennis E. Laws

*Dennis E. Laws*  
Witness Dennis E. Laws

*Kathleen Fredinick*  
Kathleen Fredinick

## Description of mortgaged property

2/84  
0003  
11A01

All that piece, parcel or lot of land with all buildings and improvements thereon, situate, lying and being on the norther side of Appaloosa Drive in Greenville County, South Carolina, being known and designated as Lot No. 23 as shown on a plat entitled MUSTANG VILLAGE made by Dalton and Neves, dated June, 1967, recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book TTT at Page 1, reference to said plat is hereby craved for the metes and bounds thereof.

SAID PREMISES ARE KNOWN AS AND BY Rt. 11 Box 23 Appaloosa Dr., Greenville, SC.  
This is the same property from James & Elizabeth Bailey recorded in Greenville County on 11/16/79 Liber 1115 Page 828 to Dempsey Real Estate.

## 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.

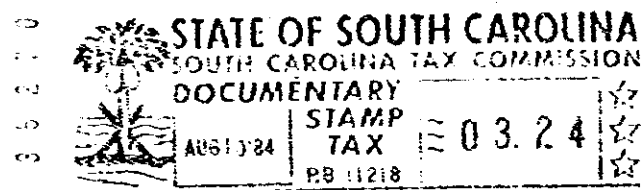
**Taxes:** You'll pay any taxes or assessments on the property when they are due. If you don't, we can pay them. You'll be responsible to us for the amount of those payments, plus interest as provided in the Retail Installment Contract.

**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:

*Elizabeth Ann Mulkey Bailey*  
Mortgagor Elizabeth Ann Mulkey Bailey

*James Gerald Bailey*  
Mortgagor James Gerald Bailey