FILED
JUL 15 1980
GREENVILLE COUNTY, S. C.

MORTGAGE

Amount Financed 5720.61

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KNOW ALL MEN BY THESE PRESENTS, that Billy J. Jones

and _____, his _____ of Greenville County,

State of South Carolina (hereinafter whether one or more called the "Mortgagor"), has become justly indebted to Southland Trane

Greenville County, State of S.C., hereinafter called the "Mortgagee", in the sum of Ten Thousand

Nine hundred 64/100 DOLLARS ($ 10,097.64) evidenced by a promissory note of even date herewith in the total amount set forth above, payable

in 84 monthly installments of One Hundred Iventy 21/100 DOLLARS ($ 120.21), the first payment commencing on the 25th

day of July 19 80 and continuing on the same day of each month thereafter until fully paid, together with late charges, court costs,

collection expenses, attorney fees, interest after maturity, and all terms, conditions and stipulations provided for in said note.

NOW, for and in consideration of the aforesaid indebtedness and to secure the prompt payment of the same, Mortgagor has bargained and sold and does hereby grant, bargain, sell and convey unto the said Mortgagee, his successors and assigns, the following described lot or parcel of land situated in Greenville County, State of South Carolina, to wit:

PAID
FinanceAmerica Corporation
9/24/82
DATE
Farrell Miller
By Worley

OCT 5 82

Witness Karen Sue Foreman
Witness Kelly M Hunt
By Worley

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Together with all rights, members, privileges, hereditaments, easements and appurtenances belonging or appertaining, Mortgagor agrees to warrant and forever defend all and singular the said premises unto the said Mortgagee, its successors and assigns, from and against said Mortgagor, his heirs, executors, administrators and assigns, and all other persons whomsoever lawfully claiming or to claim the same or any part thereof; and Mortgagor hereby covenants and warrants that he has a fee simple title to said property, free from all encumbrances except:

TO HAVE AND TO HOLD all and singular the aforegranted and bargained premises unto the Mortgagee forever, provided always that if the Mortgagor shall and will pay to the order of the Mortgagee, according to its tenor and effect, that certain promissory note of even date herewith and secured hereby and any other sums which become owing by the Mortgagor to the Mortgagee prior to cancellation hereof, then this mortgage shall cease, terminate and be void; otherwise to remain in full force and effect.

The Mortgagor agrees and covenants to pay all taxes and special assessments against the property and agrees to pay all taxes levied under the laws of this State on the indebtedness secured hereby. Mortgagor further covenants and agrees that he will at all times until the release of this mortgage keep in force a policy of insurance on that portion of the mortgaged property which is insurable covering loss and damage by fire and the other casualties covered by the usual comprehensive casualty insurance policy. Such policy shall be with an insurer acceptable to the Mortgagee, in an amount not less than the balance owing upon the indebtedness secured hereby, with loss payable to the Mortgagee in the event of loss. Mortgagor shall give immediate notice by mail to the Mortgagee, who will make proof of loss if not made promptly by the Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment of such loss directly to the Mortgagee instead of the Mortgagor and Mortgagor jointly, but in the event any payment is made jointly, Mortgagor hereby authorizes Mortgagee to endorse his name on any check, draft or money order as his attorney-in-fact. Upon payment for loss, the Mortgagor may at his sole option apply such proceeds to reduce the balance of the indebtedness, or to restore the mortgage property. In the event the Mortgagor shall neglect or refuse to obtain said insurance or pay any taxes when due, then the Mortgagee may at his sole option obtain such insurance or pay all such taxes or both, and all sums expended thereby are hereby secured by this mortgage and shall be due immediately from Mortgagor to Mortgagee with interest at the rate of 8% per annum from the date of payment by the Mortgagee until paid.

~~Upon default by Mortgagor in any of the terms of this mortgage being secured~~ conclusive proof of such ineligibility), the present holder of the note secured hereby or any subsequent holder thereof may, at its option, declare all notes secured hereby immediately due and payable.

OCT 5 82

This is the same property conveyed to by Grantor Mary P. LOng to Grantee Billy James Jones in Volume 982 page 411 dated 8-23-73 and recorded 8-24-73 in RMC Office for Greenville County.

PEX #2 Wayne

In the event this mortgage is placed with an attorney for collection or foreclosure, or should the debt secured hereby or any part thereof be placed in the hands of any attorney for collection by suit or otherwise, all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee, shall thereupon become due and payable immediately or on demand, at the option of the Mortgagee, as a part of the debt secured hereby, and may be recovered and collected hereunder.

The Mortgagor (if more than one, all mortgagors) hereby waive and relinquish all rights of exemption and homestead.

This mortgage may be assigned by the Mortgagee without the consent or notice to the Mortgagor and when so assigned, the assignee shall have all of the rights and privileges given to the Mortgagee by the provisions of this mortgage.

This mortgage is in addition to any other lien or security heretofore or hereafter given or obtained by the Mortgagee and is not in satisfaction or in lieu of any other lien or security.

In this mortgage, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular includes the plural. This mortgage shall bind all parties hereto, their heirs, legatees, administrators, executors, successors and assigns.

In witness whereof, the Grantors hereunto set their hands and seals this 25th day of June 19 80

Signed in the presence of:

Emily J. Davis

Kay J. Coggins

X Billy J. Jones (Seal)

X _____ (Seal)

X _____ (Seal)