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REC'D 1577 240

CCF 5150 S.C. REAL ESTATE MORTGAGE\*

THE STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

JULY 1982

This Mortgage is made this 5th day of August 1982 between

Mortgagor(s) B. Robert Coker, Jr. and Ned A. Foster (herein "Borrower") and  
the Mortgagee, Finance America Corporation, a corporation organized and existing under the laws of South Carolina whose address is  
P.O. Box 4020 Greenville, SC 29601 (herein "Lender").

Whereas, Borrower is indebted to Lender in the principal sum of \$116,071.15

Dollars, which indebtedness is evidenced by Borrower's note dated August 5, 1982 (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 12, 1992.

\*Lender holds full title to the debt instrument known as the Note with interest thereon, together with all extensions, renewals or modifications

(A) Borrower grants Lender notice of the debt instrument, whenever the Note with interest thereon, together with all extensions, renewals or modifications

(B) Lender agrees that the person qualifies under its then usual credit criteria.

(C) The person agrees to pay interest on the amount owed to Lender under the Note and under this Mortgage at whatever rate Lender requires, and

(D) The person signs an assumption agreement that is acceptable to Lender and that obligates the person to keep all of the promises and agreements

made in the Note and in this Mortgage.

If the Borrower sells or transfers the Property and the conditions in A, B, C and D of this section are not satisfied, Lender may require immediate payment in

full of the Note, foreclose the Mortgage, and seek any other remedy allowed by the law. However, Lender will not have the right to require immediate payment

in full or any other legal remedy as a result of certain transfers. Those transfers are

(i) the creation of liens or other claims against the Property that are inferior to this Mortgage, such as other mortgages, mechanics' liens, etc.

(ii) a transfer of rights in household appliances, or a person who furnishes the Borrower with the money to buy these appliances, in order to protect

that person against possible losses.

(iii) a transfer of the Property to surviving co-owners, following the death of a co-owner, when the transfer is automatic according to law; and

(iv) leasing the Property for a term of three (3) years or less, as long as the lease does not include an option to buy.

6. Warranties. Borrower covenants with Lender that he is owner 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 hereinabove stated. Title to the Property is subject to the following covenants:

RAID JAN 7 1983 16642

Finance America Corporation

12117183 DATE

in Finance America Corporation Karen Sue Decker witness

Signature of Rec'd by 2.00 CD

Form 042-2256 11-82

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