

FILED  
Suits 106 GREENVILLE CO. S. C.  
Piedmont Center Nov 17 4 16 PM '82  
Greenville

BOOK 1585 PAGE 813

MORTGAGE

#43-03-024074  
BOOK 82 PAGE 1585

THIS MORTGAGE, dated as of the 5th day of November, 1982, by and between  
DORRIS TANKERSLEY  
Roger L. Broyles and Jacqueline R. Broyles husband and wife, (hereinafter jointly called  
"the Mortgagor"), and UNITED VIRGINIA MORTGAGE CORPORATION, a Virginia corporation (hereinafter called  
"UVMC"), recites and provides.

The Mortgagor has made a mortgage note of even date herewith (hereinafter called "the Note"), payable to  
UVMC or order, in which the Mortgagor waived the benefits of the Homestead Exemption, in the original principal  
amount of \$25,175.00, bearing interest at a rate of 17.25 percent (17.25%) per annum such  
principal and interest to be payable in full by the Mortgagor in monthly installments as follows: \$441.56  
Dollars on the 15th day of December, 1982, and a like amount on the same day of each  
and every month thereafter for 119 (119) months, except that the last installment shall be  
\$441.56; provided, however, that if not sooner paid, the balance of such principal amount together with  
interest thereon shall be due and payable in full on the 15th day of November, 1992.

NOW THEREFORE, the Mortgagor hereby grants and conveys to UVMC, its successors and assigns to secure the  
payment of the Note, all additional sums, with interest thereon, advanced under the Note and this Mortgage, and the  
performance of the covenants, conditions and warranties (any or which shall be deemed to be a part of the Real Estate  
whether physically attached thereto or not).

Mortgagor covenants that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to  
mortgage, grant and convey the Real Estate, that the Real Estate is unencumbered except as stated hereinbelow and  
that Mortgagor will warrant and defend generally the title to the Real Estate all claims and demands, subject to any  
declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy  
insuring UVMC's interest in the Real Estate.

FURTHER TOGETHER with any and all awards, refunds and proceeds heretofore or hereafter made or paid, in  
any condemnation proceedings whatsoever or by purchase in lieu of condemnation, to the present or subsequent  
owners of the Real Estate for the acquisition of the Real Estate or any portion thereof, any interest therein, or use  
thereof for public or other purposes authorized by statute or for consequential damages on account thereof and also  
any award for any damage to the Real Estate and all proceeds of insurance policies in connection with the Real Estate;  
and all of such awards, refunds and proceeds are hereby assigned to the holder of the Note ("the Noteholder"), its  
successors and assigns, with the power to pursue, collect and receive and apply the same as provided for herein,  
whether or not then due and payable. The Mortgagor shall execute all additional instruments reasonably necessary to  
perfect this assignment or to substitute or add the Noteholder as petitioner in any such proceeding.

AS FURTHER security for the payment of the Note and the performance of the covenants, agreements, terms,  
conditions and warranties contained in the Note and this Mortgage, the Mortgagor does hereby assign, transfer and  
set over to the Noteholder all leases now existing or hereafter made, whether oral or written, of or relating to the Real  
Estate (the Leases), together with all rents, issues, profits, revenues, royalties, rights of contract and otherwise, and  
benefits arising from the Real Estate, including, but not limited to, any deposits of cash, securities and property which  
may be held at any time and from time to time under the terms of the Leases; provided, however, that such assignment  
shall not constitute a surrender by the Mortgagor of the Leases and such rents, issues, profits, revenues, royalties,  
rights of contract and otherwise until an event of default hereunder as hereinafter defined and an acceleration of the  
Note, but such rents, issues, profits, revenues, royalties, rights of contract and otherwise may, notwithstanding such  
assignment, be exercised and enforced by the Mortgagor until such an event of default and acceleration of the Note.

The Real Estate together with the Leases and all other rights and property hereinabove granted and conveyed  
shall hereinafter be referred to as "the Properties".

Furthermore, this Mortgage shall be, for the benefit of the Noteholder, a Security Agreement pursuant to the  
provisions of Title 36-9-101 et seq. of the Code of South Carolina, as amended.

1. Affirmative Covenants of the Mortgagor.

The Mortgagor covenants and agrees as follows:

(a) Payment of the Note. The Mortgagor shall pay the principal of and the interest on the Note when and as  
the same shall become due.

(b) Performance of Covenants. The Mortgagor shall at all times fully perform the covenants, conditions and warranties contained in the Note and this Mortgage.

13131  
LEATHERWOOD, WALKER, TODD & BARR  
OCT 21 1985

PAID and SATISFIED

JAMES W. HANN  
V. P. FINANCE DIVISION

Date: Oct 17 1985  
Witness: Diane C. Lewis

Cancelled  
Dorris Tankersley

OCT 21 11 30 AM '85  
DORRIS TANKERSLEY  
GREENVILLE CO. S. C.

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2.000

