

FILED
S. C.
DECEMBER 29 AM '82
JOHN W. HARRISLEY
R.M.C.

BOOK 1589 PAGE 515
#93-03-029282
MORTGAGE BOOK 85 PAGE 848

THIS MORTGAGE, dated as of the 13th day of December, 19 82, by and between Santford Gwaltney Tucker, Jr. and Diane Showfety Tucker, 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 \$ 12,150.00, bearing interest at a rate of sixteen percent (16%) per annum such principal and interest to be payable in full by the Mortgagor in monthly installments as follows: \$203.53 Dollars on the 15th day of January, 1983, 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 \$203.53; 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 December, 19 92.

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, agreements, terms, conditions and warranties contained in the Note and this Mortgage, in fee simple, with General Warranty and English covenants of title, the following property together with all improvements thereon and appurtenances thereunto belonging, all situated in the County of Greenville, South Carolina (hereinafter called "the Real Estate"):

...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 and comply with all covenants, agreements, terms, conditions and warranties contained in the Note and this Mortgage.

PAID AND SATISFIED

COURT RECORD DIVISION

MAY 21 1984

Vice President

Witness: Mykia Alford

5.0000
3 DECEMBER 82 053

consented
Diane S. Tucker
1982

John G. Harrisley
Atty.

2.0000

FILED
GREENVILLE, S.C.