

MORTGAGE

Or net financed 5800.00

KNOW ALL MEN BY THESE PRESENTS, that

Lee Duck

86 12/18/84

1493 PAGE 771

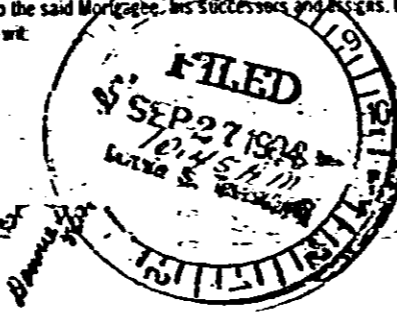
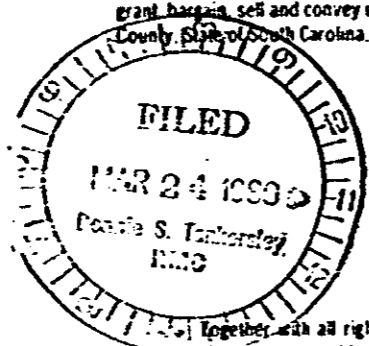
Greenville County

State of South Carolina, hereinafter whether one or more called the "Mortgagor", has become justly indebted to Southland Trane of Greenville County, State of South Carolina, hereinafter called the "Mortgagee", in the sum of Ten Thousand

Nine Hundred Fifty Five Dollars & 28/100ths 10,955.28 evidenced by a promissory note of even date hereath in the total amount set forth above, payable in 84 monthly installments, the first installment being \$130.42 and the remaining installments being \$

each with any unpaid balance due on the final payment due date, the first installment of which is payable one month from the date of the completion of certain property improvements made pursuant to a home improvement sales contract between Mortgagor and Mortgagee dated Mar. 1, 1980 unless a deferred first payment date is inserted here and the remaining installments payable on like date 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 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

9/7/84

DATE

Annie Lee Duck

SEP 27 1984

9634

together with all rights, members, privileges, hereditaments, easements and appurtenances belonging or appertaining Mortgagor agrees to warrant and defend and singular the said premises unto the said Mortgagee, his 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:

James E. DeW... VICE PRESIDENT

TO HAVE AND TO HOLD all and singular the aforesaid and pygained 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 hereath 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 Mortgagee 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 therefor are hereby secured by this mortgage and shall be due immediately from Mortgagor to Mortgagee with interest at the rate of 6% per annum from the date of payment by the Mortgagee until paid.

The Mortgagor agrees and covenants that he will maintain the mortgaged property in good condition and will not commit or permit anyone else to commit waste, reasonable wear and tear excepted. Upon the failure of the Mortgagor to so maintain the mortgaged property, the Mortgagee may cause reasonable maintenance work to be performed at the cost of the Mortgagor. Any such sum so expended shall be due immediately from Mortgagor with interest at the rate of 6% per annum from the date expended until paid.

The Mortgagor hereby vests the Mortgagee with the full power and authority, upon the breach of any covenant or warrant herein contained or upon any default in the payment of any installment provided in said note or any renewal or extension thereof or in the performance of any agreement herein contained to declare the entire indebtedness hereby secured, less unearned charges, due and payable as provided by law and to take possession of said property and proceed to foreclose this mortgage in accordance with the law of this State. Should any legal proceedings be instituted for the foreclosure of this mortgage or should the Mortgagee become a party