

KNOW ALL MEN BY THESE PRESENTS that **Marion M. Cunningham** his **Wife** **Denise Cunningham** of the **County of Greenville, State of South Carolina** hereinafter whether one or more called the **Mortgagor** has become justly indebted to **Georgia Farm Buildings, Inc.** hereinafter called the **Mortgagee** in the sum of **Three Thousand, Four Hundred and Fourty-Three DOLLARS \$3,344.00** evidenced by a Home Improvement Credit Sale Agreement of even date hereat.

MORTGAGE  
 FEB 9 1981  
 County S. Carolina  
 RMG  
 58831-3-23  
 BOOK 1532 PAGE 121  
 Greenville County

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:

All that certain piece, parcel, or lot of land, together with the improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, in Highland Township, and being on the west side of the Jordan Road, containing seven-tenths (7/10) acre, more or less, and being more particularly described as follows, to wit:  
 Beginning at a nail in the center of the Jordan Road, formerly Jordan School lot corner, running thence with said road S 54° 15' W 158 feet, passing an iron pin on line at 30 feet; to an iron pin; thence N 43° 45' W 192.3 feet to an iron pin; thence N 53° 47' E 158 feet to a nail in the center of the Jordan Road, iron pin reference at S 53° 47' W at 30 feet; thence with said road S 43° 46' E 193.6 feet to the point of beginning; be all the measurements a little more or less. The description of the above described property is taken from a plat prepared for B. D. Henson by J. Q. Bruce, R.L.S., dated April 25, 1960.  
 This conveyance is made subject to all roadways, zoning ordinances, easements, and rights-of-way appearing on the property and/or of record. This being the identical premises heretofore conveyed to the Grantor herein by deed of B. D. Henson dated April 25, 1960 and recorded in the Greenville County R.M.C. Office in Deed Book 657 at page 310.

The **Mortgagor** agrees to warrant and forever defend all and singular the said premises unto the said **Mortgagee** his successors and assigns from and against said **Mortgagee** 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 aforesaid 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 Home Improvement Credit Sale Agreement of even date hereat 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 the portion of the mortgaged property which is insurable covering loss and damage by fire and the other casualties covered by the usual comprehensive fire and marine insurance policy. Such policy shall be 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** and will make proof of loss in the manner required by the **Mortgagee** 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 **Mortgagee** 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 mortgaged property.

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**.

The **Mortgagor** hereby vests the **Mortgagee** with full power and authority upon the breach of any covenant or warranty herein contained or upon any default in the payment of any installment provided in said Home Improvement Credit Sale Agreement 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.

The **Mortgagor** if more than one, all mortgagors hereby waives and relinquishes all rights of exemption and homestead.

This mortgage may be assigned by the **Mortgagee** without the consent of the **Mortgagor** and when so assigned, the assignee shall have all of the rights and privileges to the **Mortgagee** by the provision 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 9th day of December, 1980.

Signed in the presence of:  
 [Signature] (Seal)  
 [Signature] (Seal)  
 [Signature] (Seal)

0121

4328 RV-2