

VOL. 1 NO. 105

SUIT NUMBER

MORTGAGE

Vol. 1636 Case 46

ACCOUNT NO.

BRANCH 1636-134

STATE OF SOUTH CAROLINA R.M.C.
COUNTY OF Greenville

WHEREAS, John Allen Freeman and
Berita Hall Freeman
firmly held and bound unto **SAFEWAY FINANCE CORPORATION OF SOUTH CAROLINA** (hereinafter called the mortgagee) for the payment of
Five Thousand Two
the full and just sum of **Hundred Fifty-Seven 16 5257.15** Dollars, payable in **48** consecutive monthly
installments, with the entire balance, if not sooner paid, being due **11-21-1977**, with interest and/or other lawful charges, as in
and by the note, reference being had thereto, will more fully appear.

NOW, KNOW ALL MEN BY THESE PRESENTS: That the mortgagor, for and in consideration of the debt or sum of money aforesaid, and to
better secure its payment to the mortgagee according to the condition of the note, and also in consideration of the further sum of **THREE (\$3.00)**
DOLLARS to the mortgagor in hand well and truly paid by the mortgagee at and before the sealing and delivery of these presents, the receipt of
which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the mort-
gagee, its/his successors, heirs and assigns, the real property described as follows situated in **Greenville** County, South Carolina, to
wit:

ALL that certain piece, parcel or lot of land situate, lying and being in the County of
Greenville, State of South Carolina, on the southern side of Fourth Day Street and
being known and designated as Lot No. 61 on plat of **CALUMET Subdivision, Section 1**,
recorded on the RMC Office for Greenville County in Plat Book 4-N at Page 69 and having
such metes and bounds as shown thereon, reference to said plat being made for a more
complete description.

THIS conveyance is subject to all restrictions, setback lines, roadways, zoning ordinances,
easements and rights - of - way appearing on the property and/or of record.

THIS is the same property as that conveyed to the grantors herein by deed from
the **Portis Corporation** recorded in the RMC Office for Greenville County in Deed Book
1047 at Page 991 on December 16, 1976.

The mailing address of the grantors herein is 106 Fourth Bay Street, Piedmont, South
Carolina 29673.

Being all or a portion of the real estate conveyed to mortgagor by Robert A. Dempsey and Janet L. Dempsey
by Marion Deed dated 10-24-1979 and recorded in the Office of the
R.M.C. Clerk of Court for Greenville County, South Carolina, in Deed Book 1114 at Page 202.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the premises belonging, or in anywise appertaining.

TO HAVE AND TO HOLD all and singular the premises unto the mortgagee, its successors and assigns forever.

AND the mortgagor does hereby bind himself and his heirs and successors to warrant and forever defend all and singular the premises unto the
mortgagee, its successors and assigns, from and against himself and his heirs and successors, lawfully claiming, or to claim the same, or any part thereof.

AND IT IS AGREED, by and between the parties that the mortgagor, his heirs and successors and assigns, shall keep any building erected on the
premises insured against loss and damage by fire for the benefit of the mortgagee, for an amount not less than the sum shown above, with such com-
pany as shall be approved by the mortgagee, its successors and assigns, and shall deliver the policy to the mortgagor; and in default thereof, the mort-
gagor, its successors or assigns may effect such insurance and reimburse themselves under this mortgage for the expense thereof, together with interest
thereon at the rate provided in the note from the date of its payment. And it is further agreed, in the event of other insurance and contribution be-
tween the insurers, that the mortgagee, its successors and assigns, shall be entitled to receive from the aggregate of the insurance monies to be paid a
sum equal to the amount of the debt secured by this mortgage. In the event of any casualty loss, mortgagor directs any insurer to pay mortgagee
directly to extent of its interest and appoints mortgagee as attorney-in-fact to endorse any draft, to the extent not prohibited by law.

AND IT IS AGREED, by and between the parties, that if the mortgagor, his heirs and successors or assigns, shall fail to pay all taxes and assess-
ments upon the premises when they shall first become payable, then the mortgagee, its successors or assigns, may cause the same to be paid, together
with all the penalties and costs incurred thereon, and reimburse themselves under this mortgage for the sum so paid, with interest thereon at the rate
provided in the note from the date of such payment.

AND IT IS AGREED, by and between the parties that upon any default being made in the payment of the note or of the insurance premiums, or
of the taxes, or of the assessments hereinabove mentioned, or failure to pay any other indebtedness which constitutes lien upon the real property,
when the same shall severally become payable, then the entire amount of the debt secured or intended to be secured less any required refunds hereby
shall immediately become due and payable without notice or demand at the option of the mortgagee, its successors or assigns, although the period for
the payment thereof may not then have expired, and this mortgage may be foreclosed free of exemptions pursuant to law immediately.

AND IT IS AGREED, by and between the parties that should legal proceedings be instituted for the collection of the debt secured hereby, then
the mortgagee, its successors or assigns, shall have the right to have a receiver appointed of the rents and profits of the premises, who, after deducting
all charges and expenses attending such proceedings, and the execution of the trusts as receiver, shall apply the residue of the rents and profits towards
the payment of the debt secured hereby.

S. C. Mortgage (2/78)

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