

FILED
 FEB 22 1984
 SOUTH CAROLINA
 David S. Tankersley

MORTGAGE

Vol 1048 Page 890

County of **Greenville** Date of this Mortgage
 Month **January** Day **24th** Year **84**

Name of Home Owner(s) and Spouse **Marion D. Milom (married)** Residence **222 Pleasant Ridge Avenue Greenville, South Carolina 29605**

bound jointly and severally, if this mortgage is signed by more than one individual (hereinafter called the mortgagor), is justly indebted to

Name of Contractor **Heritage Home Improvements, Inc.** Principal Office of Contractor **Route #1, Box 316 Piedmont, South Carolina 29673**

its heirs, successors and assigns (hereinafter called the mortgagee), in the SUM OF **Seven Thousand Seven and 28/100** Dollars, (\$**7,007.28**).

| SAID SUM TO BE PAID AS FOLLOWS: | Number of installments | Amount of each installment | First installment due on | | | Payable thereafter monthly on the ... day of each month |
|---------------------------------|------------------------|----------------------------|--------------------------|------|-------|---|
| | | | Month | Day | Year | |
| | 84 | \$ 83.42 | March | 15th | 19 84 | 15th |

This mortgage, and the contract/note secured hereby, if not paid at maturity, will continue to bear finance charges at the rate specified in the contract together with all cost of collection and reasonable attorney fees.

Whereas, the mortgagor desires to secure the payment of said contract/note; KNOW ALL MEN, that the said mortgagor in consideration of the said debt and sum of money as aforesaid, does hereby mortgage, grant, bargain, sell and convey unto the said mortgagee, his heirs, and assigns the following described premises in South Carolina;

| | | |
|--|--------------------------------|-----------------------------|
| Street address 222 Pleasant Ridge Avenue | City/Town Greenville | County Greenville |
|--|--------------------------------|-----------------------------|

being the same premises conveyed to the mortgagor by deed of **Richard Thompson**

dated **Sept. 2, 1983**, recorded in the office of the **R.M.C.** of **Greenville County** County in Book **1196**, Page **991** of which the description in said deed is incorporated by reference.

All that piece, parcel or lot of land, situate, lying and being on the Northern side of Pleasantridge Avenue in the City of Greenville, county of Greenville, State of South Carolina, and known and designated as Lot No. 90 of a Sub-division known as Pleasant Valley, plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book P, at page 114, said lot having such metes and bounds as shown thereon.

RETURN TO:
 GOLDWATER CREDIT CORPORATION
 P. O. BOX 2000
 DUNWOODY, ALABAMA 35229

PRINCIPAL AMOUNT OF CONSIDERATION \$ **4200**

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

TO HAVE AND TO HOLD unto the said mortgagee, its heirs, successors and assigns forever. And the mortgagor does hereby bind himself, his heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said mortgagee, its heirs, successors and assigns from and against himself and his heirs and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

AND the mortgagor covenants with the mortgagee that: The mortgagor will pay the indebtedness as hereinbefore provided; keep the buildings insured against loss or damage by fire for the benefit of the mortgagee in an amount not less than the actual value thereof; observe and perform all covenants, terms and conditions of any prior mortgage; pay all taxes, assessments, water rates, insurance premiums, installments of principal and interest on any prior mortgage, and in any payment the mortgagee may pay the same and the mortgagor shall repay to the mortgagee the amount so paid together with interest at the rate specified in the contract, said amounts to be added to the indebtedness secured by this mortgage; no building shall be removed or demolished without the consent of the mortgagee; the mortgagee shall be entitled to the appointment of a receiver in any action to foreclose; upon default being made upon the payment of any of the installments heretofore specified on the due date hereof, or upon default upon any of the other terms, covenants or conditions of this mortgage or of the note secured hereby, then the entire unpaid balance shall immediately become due and payable at the option of the mortgagee, heirs, successors and assigns, and this mortgage may be foreclosed.

Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the mortgagee become a party of any suit involving this mortgage or the title to the premises described herein, or should the debt secured hereby or any part thereof be placed in the hands of an attorney at law for collection by suit or otherwise, all costs and expenses incurred by the mortgagee, and a reasonable attorney's fee, shall thereupon become due and payable immediately or on demand, at the option of the mortgagee, as a part of the debt secured hereby, and may be recovered and collected hereunder.

The mortgagor waives homestead and other exemptions and appraisal rights. The mortgagor hereby authorize(s) the mortgagee/holder to complete and correct the property description and any other terms in accordance with the note which is secured hereby so that this document is a valid and subsisting mortgage and further agrees that the manual transfer of this mortgage to the mortgagee or his agent shall be a valid and adequate delivery of this mortgage.

ST. 2/14/84 AMT 4200.00
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