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ACCOUNT NO. 40007
BRANCH 12400334

MORTGAGE

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

WHEREAS, Dorothy Dyer

(hereinafter called the mortgagor), in and by his certain note of even date, stands

firmly held and bound unto SAFEWAY FINANCE CORPORATION of SOUTH CAROLINA (hereinafter called the mortgagee) for the payment of

the full and just sum of Fifteen Thousand Two Hundred Fifty Five and 82/100 Dollars, payable in 120 consecutive monthly installments, with the entire balance, if not sooner paid, being due 4-20 19 94, with interest and/or other lawful charges, as in

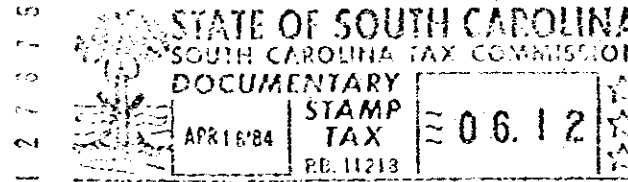
and by the note, reference being had thereunto, will more fully appear.

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 mortgagee, 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 on the northwestern side of Valley Street near Heatherly Drive outside the limits of the City of Greenville, being designated as Lot No. 3 of the P. B. McCauley property shown on plat recorded in Plat Book N at Page 163 and having the following metes and bounds, to-wit.

BEGINNING at a stake on Valley Street, corner of Lot No. 2, and thence running with the line of that lot N. 53-45 W., 150 feet to a stake; thence N. 36-15 W. 100 feet to a stake; thence S. 53-45 E., 150 feet to a stake on Valley Street; thence along that street N. 36-15 E., 100 feet to the point of beginning.

THIS being the same property inherited by the grantor herein from J. C. Dyer who died intestate as filed in the Probate Court for Greenville County, S. C., in Apartment 1564, File 12.



Being all or a portion of the real estate conveyed to mortgagor by Roy Arrowood

by a Warranty Deed dated 5-14 1973, and recorded in the Office of the R. M. C./Clerk of Court for Greenville County, South Carolina, in Deed Book 1277 at Page 381

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 company as shall be approved by the mortgagee, its successors and assigns, and shall deliver the policy to the mortgagee; and in default thereof, the mortgagee, 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 between 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 assessments 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.

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