

RETURN TO: MAR 25 1973
NORTH AMERICAN ACCEPTANCE CORP. X
1720 PEACHTREE RD. N. W. 31801 MORTGAGE BOOK 1087 PAGE 353 25 LINE 468
ATLANTA, GEORGIA PRESENTS, that Bobby C. Hart and his wife

Greenville County, State of South Carolina, hereinafter whether one or more called the "Mortgagor", has become justly indebted to SOUTHERN CROSS DISCOUNT CO., INC. of Greenville County, State of Georgia, hereinafter called the "Mortgagee", in the sum of Twenty three hundred and twenty nine and 4/10 DOLLARS (\$ 2399.40) evidenced by a promissory note of even date herewith in the total amount set forth above, payable in 120 5287 AUG 23 1974

Together with all rights, members, privileges, hereditaments, easements and appurtenances belonging or appertaining to said property, together with all encumbrances except:

TO HAVE AND TO HOLD the above and singular the foregoing and bargained premises unto the Mortgagee forever, provided always that 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 herewith 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 of 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 shall cause the 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 to the Mortgagor and Mortgagor's family. In the event 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. 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 when due, and all sums expended therefor are hereby secured by this mortgage and shall be deemed to be secured from Mortgagor to the Mortgagee with interest at the rate of 6% per annum from the date of payment by the Mortgagor until paid.

The Mortgagor agrees and covenants that he will maintain the mortgaged property in good condition and not to commit or to permit anyone else to commit waste, or 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 for in and not or any renewal or extension thereof, or in the performance of any agreement herein contained, to declare the entire indebtedness hereby secured immediately due and payable, without notice to any person 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 or the foreclosure of this mortgage, or should the Mortgagor 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 any attorney at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagee, and 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 (if more than one, all mortgagors) hereby waive and relinquish all rights of exemption and homestead.

Aug 23 11:00 AM '74
DOCKETED
GREENVILLE CO. S. C.
Bowie & Luskley
Greenville