Nichels P. Mitchellit Grandle, SC

ACC " N' N. MEER

1391 92 755

MORTGAGE

MORTGAGOR(S)

Smith.

MORIGAGE

Mobile Home Industries, Inc

2420 N. Pleasantburg Drive Greenville

THIS INSTRUMENT WAS PREPARED BY MORTGAGET.

<u>Greenville</u> SOUTH CAROLINA

That buyer thereinafter referred to as mortgagor), hereby mortgages, warrants, grants, bargains, sells and conveys unto seller thereinafter referred to as mortgagee) the following described real estate in the county of **Greenville**state of South Caroling to with mortgagee), the following described real estate in the county of ...

ALL those certain pieces, parcels or lots of land, situate, lying and being in Bates Township, County of Greenville, State of South Carolina, being shown and designated as Lot Four (4) \*\*RRX\* on a "Map of Laurie Forest, near Renfrew, S.C., Greenville County", made by J.C. Hill, Surveyor dated January 5, 1951, revised May, 1960, and November, 1960, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book "MM" at Page 181, reference to said Plat being craved for a complete and detailed description thereof.

This conveyance is made subject to any and all property taxes, restrictions, covenants, conditions, assessments, zoning ordinances, rights-of-way, and easements affecting said lots.

hyxdeedxofxRybyxRankersleyxandxLauriexRarrxMoseleyxasxwasxrecordedxinxkhoxRyMy&y Officerfor Commentation of the state of the

together with all buildings and improvements now or hereafter erected thereon and all screens, shades, storm sash and blinds, and heating, lighting, plumbing, gas, electric, ventilating, refrigerating and air-conditioning equipment used in connection therewith, all of which, for the purpose of this mortgage, shall be deemed fixtures and subject to the lien hereof, and the hereditaments and appurtenances pertaining to the property above described, all of which is referred to hereinafter as the "premises"

TO HAVE AND TO HOLD said land and premises, with all the rights, privileges and appurtenances thereto belonging, to mortgagee and his heirs, executors, administrators, successors and assigns, for the use and purposes following, and none other:

Mortgagor also assigns to Mortgagee all rents, issues and profits of said premises, reserving the right to collect and use the same, with or without taking possession of the premises, during continuance of default hereunder, and during continuance of such default authorizing Mortgagee to enter upon said premises and/or collect and enforce the same without regard to adequacy of any security for the indebtedness hereby secured by any lawful means including appointment of a receiver in the name of any party hereto, and to apply the same less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, in such order as Mortgagee may determine

FOR THE PURPOSE OF SECURING: (1) Performance of each agreement of mortgagor contained herein; (2) Payment of the total of payments of a Retail Installment Contract ("Contract") in the sum of 5 26,611.20 \_\_\_\_ as provided in accordance with the terms and provisions of said Contract

A mortgagee to which Contract reference is hereby made: (3) The payment of any money that may be advanced by the Mortgagee to Mortgagor for any reason or to 7 third parties where the amounts are advanced to insure and preserve the security or in accordance with the covenants of this Mortgage.

All payments made by Mortgagor on the obligation secured by this Mortgage shall be applied in the following order

HIRST: To the payment of taxes and assessments that may be levied and assessed against said premises, insurance premiums, repairs, and all other charges and A expenses agreed to be paid by the Mortgagor.

SECOND: To the payment of default, delinquency and deferment charges

THIRD: To the payment of said Contract.

10 PROTECT THE SECURITY HEREOF, MORIGAGOR COVENANTS AND AGREES: (1) To keep said premises insured against physical loss or damage as the Mortgagee may specify up to the full value of all improvements for the protection of Mortgagee in such manner, in such amounts, and in such companies as Mortgagee may from time to time approve, and to keep the policies therefor, properly endorsed, on deposit with Mortgagee, and that loss proceeds (less expenses of collection) shall, at Mortgagee's option, be applied on said indebtedness, whether due or not or to the restoration of said improvements. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Mortgagee instead of Mortgagor. (2) To pay all taxes and special assessments of any kind that have been or may be levied or assessed upon said premises, or any part thereof. (3) In the event of default by Mortgagor under Paragraphs 1 or 2 above. Mortgagee, at its option (whether electing to declare the whole indebtedness secured hereby due and collectible or not), may (a) effect the insurance above provided for and not the reasonable premiums and charges therefor. (b) has all each taxes and appeared without determines the publish thereof and (b) has all least taxes and appeared without determines the publish thereof. for and pay the reasonable premiums and charges therefor, (b) pay all said taxes and assessments without determining the validity thereot, and (c) pay such liens and all such disbursements, with interest thereon from the time of payment at the highest rate allowed by law, and such disbursements shall be deemed a part of the indebtedness secured by this Mortgage and shall be immediately due and payable by Mortgagor to Mortgagee. (4) To keep the buildings and other improvements now or hereafter erected in good condition and repaid, not to commit or suffer any waste or any use of said premises contrary to restrictions of record or contrary to laws, ordinances or regulations of proper public authority, and to permit Mortgagee to enter at all reasonable times for the purpose of inspecting the premises, not to remove or demolish any building thereon; to complete within One Hundred Fighty (180) Days or restore promptly and in a good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay, when due, all claims for labor performed and material furnished therefor. (5) That the time of payment of the indebtedness hereby secured, or of any portion thereof, may be extended or renewed and any portions of the premises herein described may without notice, be released from the lien hereof, without releasing or affecting the personal liability of any person or corporation for the payment of for and pay the reasonable premiums and charges therefor, (b) pay all said taxes and assessments without determining the validity thereof, and (c) pay such liens described may, without notice, be released from the lien hereof, without releasing or affecting the personal liability of any person or corporation for the payment of said indebtedness or the lien of this instrument upon the remainder of said premises for the full amount of said indebtedness then remaining unpaid, and no change in the ownership of said premises shall release, reduce or otherwise affect any such personal liability on the lien hereby created. (6) Mortgagor hereby fully and absolutely waives and releases all rights and claims he or she may have in or to said premises as a homestead exemption now existing or which may hereafter be established, or any right in the nature of dower or currey, or any statutory substitute therefor,

default in performance of any agreement hereunder, or upon sale or other disposition of the premises by Mortgagor without written approval of the Mortgagee, or upon contracting without Mortgagee's prior written consent for any home improvement which could, if not paid for give rise to a claim for Mechanic's I ten or should any action or proceeding be filed in any court to enforce any ben on, claim against or interest in the premises, then all sums owing by the Mortgager to the should any action or proceeding be filed in any court to enforce any ben on, claim against or interest in the premises, then all sums owing by the Mortgager on the application Mortgagee under this Mortgage or under the Contract secured hereby shall immediately become due and payable at the option of the Mortgagee on the application of the Mortgagee or Assignee or any other person who may be entitled to the monies due thereon; and after any one of said events this mortgage will be suspec to of the Mortgage of Assignee of any other person who may be entitled to the monies due thereon; and after any one of said events this mortgage will be suspect to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one days' notice, by publishing once a week for three consecutive weeks, the me, place and terms of sale, by publication in some newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Court House door of said county, for the division thereof) where said property is located, at public outcry, to the highest bidder for cash, and apply the proveeds of the sale. First, to the reasonable expenses incurred in realizing on said premises including a reasonable attorney's fee and any evidence of title procured in connection with such sale; Second, to the payment of any amounts that may have been expended, or that it may then be necessary to expend, to insure or preserve said premises. Third, to the payment of said indebtedness in full, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of said indebtedness in full, whether the same shall not have fully matured at the day of said indebtedness in full, whether the same shall not have fully matured at the day of said sale, but no interest shall not have fully matured at the day of said indebtedness in full, whether the same shall not have fully matured at the day of said sale, but no interest shall not have fully matured at the day of said sale. said sale, but no interest shall be collected beyond the day of said indebtedness in full, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale, and Fourth, the balance, if any, to be turned over to said Mortgagor and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor.

(2) Mortgagor agrees to surrender possession of the hereinabove described premises to the Purchaser at the aforesaid sale, immediately after such sale, in the event such possession has not previously been surrendered by Mortgagor, and for failure to surrender possession, will pay to Purchaser the reasonable rental value of the premises during or after the redemption period.

(3) In the event said premises are sold by Mortgagee, Mortgagor shall be liable for any deficiency remaining after sale of the premises, and application of the proceeds of said sale to the indebtedness secured and to the expenses of conducting said sale, including attorney's fees and legal expenses if allowed by law

16-8044 (REV. 12-74) SOUTH CAROLINA

\* This being that property conveyed to the Mortgagor by deed of Nathaniel D. Looper recorded in Deed Book 1051 at Page 976.