

MORTGAGE OF REAL ESTATE --- SOUTH CAROLINA

This Mortgage made this 16th day of September, 1983, between Ronald C. Ayers, Jr.

called the Mortgagor, and Fidelity Credit Thrift of America, Inc. hereinafter called the Mortgagee.

WITNESSETH

WHEREAS, the Mortgagor in and by his certain promissory note in writing of even date herewith is well and truly indebted to the Mortgagee in the full and just sum of Sixty Seven Thousand Eight Dollars (\$ 67,852.36), with interest from the date of maturity of said note at the rate set forth therein, due and payable in consecutive installments of \$ 561.95 each, and a final installment of the unpaid balance, the first of said installments being due and payable on the 20th day of October, 1983, and the other installments being due and payable on the 20th day of each month, net amount \$35018.00.

If not contrary to law, this mortgage shall also secure the payment of renewals and renewal notes hereof together with all Extensions thereof, and this mortgage shall in addition secure any future advances by the Mortgagee to the Mortgagor as evidenced from time to time by a promissory note or notes.

NOW THEREFORE, the Mortgagor, in consideration of the said debt and sum of money aforesaid, and for better securing the payment thereof, according to the terms of the said note, and also in consideration of the further sum of \$3.00 to him in hand by the Mortgagee at and before the sealing and delivery of these presents hereby bargains, sells, grants and releases unto the Mortgagee, its successors and assigns, the following described real estate situated in Greenville County, South Carolina:

ALL that certain piece, parcel or tract of land, situate, lying and being in the State of South Carolina, County of Greenville, containing 4.50 acres, as is shown on a plat entitled "Property of Milford D. Kelly" prepared May 13, 1976 by C. O. Riddle, Surveyor, and recorded in the RHC Office for Greenville County in Plat Book 5-S, page 88, and having according to said plat, the following rates and bounds, to-wit:

BEGINNING at an old iron pin on the Northeastern side of the right-of-way of U.S. Hwy. 276, at the corner of property of Cryovac and running thence along the line of said property, N. 74-30 E., 6.4 feet to a point in the center of a branch; thence continuing along the same line, N. 74-30 E., 619.7 feet to an old concrete monument; thence running S. 10-21 E., 455.5 feet to an old iron pin on the bank of a branch which is the Property line; thence with the traverse line of said branch, S. 50-22 W., 68.6 feet to a point in the center of said branch at the corner of a tract containing 2.09 acres; and running thence along the line of said tract, N. 36-20 W., 217.6 feet to an iron pin; thence running S. 53-40 W., 335 feet to an iron pin on the Northeastern side of the right-of-way of U.S. Hwy. 276; running thence with the right-of-way of said U.S. Hwy. 276, the following courses and distances: N. 36-20 W., 84.3 feet to an old iron pin; thence N. 53-40 E., 25 feet to an old iron pin; thence N. 36-20 W., 332 feet to the point of beginning.

PURCHASED from Milford D. Kelly recorded June 2, 1976 in Book 1369 at pg. 168.

After 3 years from the date of this loan we can demand the full balance and you will have to pay the principal amount of the loan and all unpaid interest accrued to the day we make the demand. If we elect to exercise this option you will be given written notice of election at least 90 days before demand in full is due. If you fail to pay we will have the right to exercise any notice permitted under the note, mortgage or deed of trust that secures this loan.

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining, or that hereafter may be erected or placed thereon.

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

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he has good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever. The Mortgagor further covenants to warrant and forever defend all and singular the premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

If not prohibited by law or regulation, this mortgage and all sums hereby secured shall become due and payable at the option of the mortgagee and without notice to mortgagor forthwith upon the conveyance of mortgagor's title to all or any portion of said mortgaged property and premises, or upon the vesting of such title in any manner in persons or entities other than, or with, mortgagor unless the purchaser or transferee assumes the indebtedness secured hereby with the consent of the mortgagee.

If this mortgage is subject and subordinate to another mortgage, it is hereby expressly agreed that should any default be made in the payment of any installment of principal or of interest on said prior mortgage, the holder of this mortgage may pay such installment of principal or such interest and the amount so paid with legal interest thereon from the time of such payment may be added to the indebtedness secured by this mortgage and the accompanying note shall be deemed to be secured by this mortgage, and it is further expressly agreed that in the event of such default or should any suit be commenced to foreclose said prior mortgage then the amount secured by this mortgage and the accompanying note shall become and be due and payable at any time thereafter at the sole option of the owner or holder of this mortgage.

The Mortgagor covenants and agrees as follows:

- 1. To pay all sums secured hereby when due.
2. To pay all taxes, levies and assessments which are or become liens upon the said real estate when due, and to exhibit promptly to the Mortgagee the official receipts therefor.
3. To provide and maintain fire insurance with extended coverage endorsement, and other insurance as Mortgagee may require, upon the building and improvements now situate or hereafter constructed in and upon said real property, in companies and amounts satisfactory to and with loss payable to the Mortgagee; and to deliver the policies for such required insurance to the Mortgagee.
4. In case of breach of covenants numbered 2 or 3 above, the Mortgagee may pay taxes, levies or assessments, contract for insurance and pay the premiums, and cause to be made all necessary repairs to the buildings and other improvements, and pay for the same. Any amount or amounts so paid out shall become a part of the debt secured hereby, shall become immediately due and payable and shall bear interest at the highest legal rate from the date paid.
5. That Mortgagor (i) will not remove or demolish or alter the design or structural character of any building now or hereafter erected upon the premises unless Mortgagee shall first consent thereto in writing; (ii) will maintain the premises in good condition and repair; (iii) will not commit or suffer waste thereof; (iv) will not cut or remove nor suffer the cutting or removal of any trees or timber on the premises (except for domestic purposes) without Mortgagee's written consent; (v) will comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the premises, and will not suffer or permit any violation thereof.