

Mortgagor and Mortgagee covenant and agree as follows:

1. PAYMENT OF CONTRACT. Mortgagor shall promptly pay when due the indebtedness evidenced by the Contract, and late charges as provided in the Contract.

2. INSURANCE. Mortgagor shall keep all improvements on said land, now or hereafter erected, constantly insured for the benefit of the Mortgagee against loss by fire, windstorm and such other casualties and contingencies, in such manner and in such companies and for such amounts, not exceeding that amount necessary to pay the sum secured by this Mortgage, and as may be satisfactory to the Mortgagee. Mortgagor shall purchase such insurance, pay all premiums therefor, and shall deliver to Mortgagee such policies along with evidence of premium payment as long as the Contract secured hereby remains unpaid. If Mortgagor fails to purchase such insurance, pay the premiums therefor or deliver said policies along with evidence of payment of premiums thereon, then Mortgagee, at its option, may purchase such insurance. Such amounts paid by Mortgagee shall be added to the Contract secured by this Mortgage, and shall be due and payable upon demand by Mortgagor to Mortgagee.

3. TAXES, ASSESSMENTS, CHARGES. Mortgagor shall pay all taxes, assessments and charges as may be lawfully levied against the Property within thirty (30) days after the same shall become due. In the event that Mortgagor fails to pay all taxes, assessments and charges as herein required, then Mortgagee, at its option, may pay the same and the amounts paid shall be added to the Contract secured by this Mortgage, and shall be due and payable by Mortgagor to Mortgagee upon demand of Mortgagee.

4. PRESERVATION AND MAINTENANCE OF PROPERTY. Mortgagor shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property. Upon the failure of the Mortgagor to so maintain the Property, the Mortgagee may, at its option, enter the property and cause reasonable maintenance work to be performed. Any amounts paid by Mortgagee shall be added to the Contract secured by this Mortgage, and shall be due and payable by Mortgagor to Mortgagee upon demand of Mortgagee.

5. WARRANTIES. Mortgagor covenants with Mortgagee that he is seized of the Property in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all incumbrances and that he will warrant and defend the title against the lawful claims of all persons whomsoever, except for the exceptions hereinafter stated. Title to the Property is subject to the following exceptions:

6. WAIVER. The Mortgagor waives and relinquishes all rights of exemption and homestead.

7. PRIOR LIENS. Default under the terms of any instrument secured by a lien to which this Mortgage is subordinate shall constitute default hereunder.

8. ACCELERATION: REMEDIES. Upon Mortgagor's breach of any covenant or agreement of Mortgagor in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Mortgagee prior to acceleration shall mail notice to Mortgagor of the Right to Cure. If the breach is not cured on or before the date specified in the notice, Mortgagee at Mortgagee's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Mortgagee shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports, all of which shall be additional sums secured by this Mortgage.

9. APPOINTMENT OF RECEIVER. Upon acceleration under paragraph 8 hereof or abandonment of the Property, Mortgagee shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect all rents of the Property, including those past due. All rents collected by the receiver shall be applied first to payment of the costs of the management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

10. ASSIGNMENT. This Mortgage may be assigned by the Mortgagee without consent of the Mortgagor.

IN WITNESS WHEREOF the said Mortgagor have hereunto set their hands and seals on the date first written above,

Signed, Sealed and Delivered
In the Presence of
Charles T. Loomis
[Signature]

Emory W. Shaw (SEAL)
EMORY W. SHAW
Louise E. Shaw (SEAL)
LOUISE E. SHAW

State of South Carolina
GREENVILLE County

PROBATE
EMORY W. SHAW and
LOUISE E. SHAW,

Personally appeared before me the undersigned witness and made oath that he saw the within-named

his wife sign, seal and deliver the within Mortgage and that he with the other witness named above witnessed the execution thereof.

Sworn to before me this 11 day

of June 19 84

Susan M. Rickert

Notary Public for South Carolina
My commission expires: NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires January 8, 1993

(SEAL)

Charles T. Loomis
(Witness)

State of South Carolina
GREENVILLE County

RENUNCIATION OF DOWER

I, the undersigned Notary Public, do hereby certify that the undersigned wife of the Mortgagor did this day appear before me and, upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the Mortgagee, its successors and assigns, all her interest and estate and also her right and claim of dower in or to all and singular the Property.

Sworn to before me this 11 day

of June 19 84

Susan M. Rickert

Notary Public for South Carolina
My commission expires: NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires January 8, 1993

(SEAL)

Louise E. Shaw
LOUISE E. SHAW (Wife of Mortgagor)

57,209.60 Lot 10 Whittier Dr Park Lane Terrace

17 1984
1816
Incl see envelope

TRANSFER AND ASSIGNMENT

~~SOUTH CAROLINA~~, FLORIDA, DADE County.

For value received the undersigned hereby transfers, assigns and conveys unto FINANCE AMERICA CORPORATION
all right, title, interest, powers and options in, to and under the within mortgage from EMORY W. SHAW & LOUISE E. SHAW, his wife to

BEHR CONTRACTING, INC as well as to the land described herein and the indebtedness secured thereby.

In witness whereof the undersigned has hereunto set his hand and seal, this 11 day of June 19 84
Signed, sealed and delivered in the presence of: BEHR CONTRACTING, INC (Seal)

Witness: *P. J. Gange*

By *[Signature]* (Title) President

Notary: *[Signature]*

Notary Public DADE County, FL My Commission Expires: Notary Public, State of Florida My Commission Expires Sept. 29, 1984

RECORDED JUL 17 1984 at 1:34 PM

1816

