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MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that **Steven R. Spencer** and **Donnie** his wife, of the County of **Greenville**, State of South Carolina, hereinafter called the "Mortgagor" has become justly indebted to **UNITED INSURANCE** hereinafter called the "Mortgagee" in the sum of **6044.20** evidenced by a promissory note of even date hereon in the total amount set forth above, payable in **60** monthly installments of **\$101.57** and the remaining installments being **\$101.57** recorded in **PLAT BOOK 52** at **Page 52**, and revised by plat recorded in **PLAT BOOK 52**, at **Page 52**, and having according to said revised plat, the following metes and bounds,

FILED
JUN 10 1982
 Donnie S. Tankersly
 REC

PAID
 Finance America Corporation
12/17/80
DATE
R. Steven Spencer
Donnie Spencer

Together with all and singular the premises, easements and appurtenances belonging or appertaining to the same, the Mortgagor hereby covenants and warrants that he and she are the true and lawful owners of the premises hereinafter described, and that the same are free from all encumbrances except as herein otherwise provided.

TO HAVE AND TO HOLD all and singular the above described premises unto the Mortgagee, his heirs and assigns forever, provided always that if the Mortgagor shall and lawfully pay to the order of the Mortgagee according to its tenor and effect that certain promissory note of even date with and secured hereby, the sum which becomes owing by the Mortgagor to the Mortgagee prior to cancellation hereof, then this mortgage shall cease, terminate and otherwise be of no 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 owing upon 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, who will make proof of 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 the Mortgagor and Mortgagor jointly. But in the event any payment is made jointly, Mortgagor hereby authorizes Mortgagee to endorse his name on any check 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 require the Mortgagor to obtain such insurance or pay all such taxes or bills, and all sums expended therefor are hereby secured by this mortgage and shall be due immediately from Mortgagor to Mortgagee with interest at the rate of 6% per annum from the date of payment by the Mortgagee until paid.

The Mortgagor agrees and covenants that he will maintain the mortgaged property in good condition and will not commit or permit anyone else to commit waste, 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 warranty herein contained, or upon any default in the payment of any installment provided in said note or any renewal or extension thereof, or in the performance of any agreement herein contained, to secure the entire indebtedness hereby secured, less unearned charges due and payable as provided by law and 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 to the foreclosure of this mortgage, or should the Mortgagee become a party to any suit involving this mortgage or the title to the premises described herein, or should the cost of such proceedings 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 a reasonable attorney's fee, not in excess of 15% of the unpaid debt after default, shall the instant 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 thereunder.

The Mortgagor if more than one, all mortgagors, hereby waives and relinquishes all rights of exemption and homestead.

This mortgage may be assigned by the Mortgagee without the consent of the Mortgagor and when so assigned, the assignee shall have all of the rights and privileges given to the Mortgagee by the provision of this mortgage.

This mortgage is in addition to any other lien or security heretofore or hereafter given or obtained by the Mortgagee and is not in satisfaction or release of any other lien or security.

In this mortgage, whenever the context so requires, the masculine gender includes the feminine and/or neuter and the singular includes the plural. This mortgage shall bind all parties hereto, their heirs, legatees, administrators, executors, successors and assigns.

In witness whereof, the Mortgagors hereunto set their hands and seals this **6th** day of **Sept**, **1980**.

Signed in the presence of

[Signature] *[Signature]*

(Seal) (Seal) (Seal)

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