MORTGAGEE

REAL ESTATE MORTGAGE

ASSOCIATES FINANCIAL SERVICES COMPANY OF SOUTH CAROLINA, INC.

4142 1948 AUGUSTA STREET GREENVILLE SOUTH CAROLINA

BOOK 1422 PAGE 883

BRANCH (OR STREET ADDRESS, CITY AND STATE)						
ACCOUNT NUMBER 060185-2	DUE 13	LOAN DATE 02-07-78	FIRST PAYMENT DATE 03-13-78	LAST PAYMENT DATE 02-13-83	ANNUAL PERCENTAGE RATE →	18.09 %
MORTGAGOR HUGHES, EDNA K.			AMOUNT OF THIS LOAN 571.68			2711.04 ← FINANCE CHARGE
RT 6 ROCKY SLOPE RD			393.00	424.44		5148.96
GREENVILLE SC		29607 56		131.00	59 131.00	7860.00
CO-MAKER						

WITNESSETH: Mortgagors jointly and severally grant, bargain, sell, convey and mortgage to Mortgagee, its successors and assigns, the real property hereinafter described as security for the payment of a note of even date herewith in the total amount stated above.

The property hereby mortgaged, and described below, includes all tenements, easements, appurtenances, rights, privileges, interests, rents, issues, profits, fixtures and appliances thereunto attaching or in any wise thereunto appertaining.

TO HAVE AND TO HOLD the said property hereinafter described, with all the privileges and appurtenances thereunto belonging unto mortgagee, its successors and assigns, forever, and mortgagors hereby covenant that mortgagors are seized of good and perfect title to said property in fee simple and have authority to convey the same; that the title so conveyed is clear, free and unencumbered except as hereinafter appears and that mortgagors will forever warrant and defend the same unto mortgagee against claims whatsoever except those prior encumbrances, if any, hereinafter shown.

If mortgagors shall fully perform all the terms and conditions of this mortgage and shall pay, fully in accordance with its terms, the obligations which this mortgage secures, then this mortgage shall be void and of no further effect.

MORTGAGORS AGREE: To keep the mortgaged property, including the buildings and improvements thereon, fully insured at all times against all risks, in an amount not less than the indebtedness hereunder, payable to Mortgagee, which policy shall contain a loss-payable clause in favor of Mortgagee as its interest may appear, and if Mortgagors fail so to do, they hereby authorize Mortgagee to insure or renew insurance on said property, in a sum not exceeding the indebtedness of Mortgagors, for a period not exceeding the term of such indebtedness, and to charge Mortgagors with premium therefor, or to add such premium to Mortgagors' indebtedness, if Mortgagee elects to waive such insurance. Mortgagors agree to be fully responsible for damage or loss resulting from any cause whatsoever. Mortgagors agree that any sums advanced or expended by Mortgagee for the protection of the property, shall be repaid upon demand and if not so paid shall be secured hereby. Mortgagors further agree: To pay all taxes, assessments, or other charges, repairs and any other expenses incident to the ownership of the mortgaged property when due, in order that no lien superior to the lien of this mortgage shall thereafter be created against the property during the term of this mortgage, and to pay, when due, all installments of interest and principal on account of any indebtedness which may be secured by a lien superior to the lien of this mortgage and existing on the date hereof. If Mortgagors fail to make any of the foregoing payments, they hereby authorize Mortgagee to pay the same in their behalf and to charge Mortgagors with the amount so paid, adding the same to Mortgagors' indebtedness secured hereby. To exercise diligence in the care, repair and use of the mortgaged property and improvements thereon, and not to commit or allow waste on the mortgaged premises, and to keep the mortgaged property, in its present condition and repair, normal and ordinary depreciation excepted. To release, relinquish and waive all rights of homestead and dower in and to the mortgaged property.

If default be made in the terms, conditions or the debt or debts hereby secured or of any of the terms of this mortgage, or in the payment of any instalment when due, or if Mortgagors shall become bankrupt or insolvent, or make an assignment for the benefit of creditors, or have a receiver appointed, or should the mortgaged property, or any part thereof be attached, levied upon or seized, or if any of the representations, warranties or statements of Mortgagors herein contained be incorrect, or if the Mortgagors shall abandon the mortgaged property, or sell or attempt to sell all or any part of the same, then the whole amount hereby secured shall at Mortgagee's option become immediately due and payable, without notice or demand, and shall be collectible in a suit at law or by foreclosure of this mortgage, in any case regardless of such enforcement. Mortgagee shall be entitled to the immediate possession of the mortgaged property, with the rents, issues, income and profits therefrom, with or without foreclosure or other proceedings. Mortgagors shall pay all costs and attorney's fees which may be incurred or paid by Mortgagee in connection with any suit or proceeding to which it may be a party, by reason of the execution or existence of this mortgage, and in the event of foreclosure of this mortgage, Mortgagors will pay to Mortgagee, in addition to taxable costs, a reasonable amount as attorney's fees and a reasonable fee for the search made and preparation for such foreclosure, together with all other and further expenses of foreclosure and sale, including expenses, fees and payments made to prevent or remove the imposition of liens or claims against the property, and expenses of upkeep and repair made in order to place the same in a condition to be sold.

No failure on the part of Mortgagee to exercise any of its rights hereunder for defaults or breaches of covenant shall be construed to prejudice its rights in the event of any other or subsequent defaults or breaches of covenant, and no delay on the part of Mortgagee in exercising any of such rights shall be construed to preclude it from the exercise thereof at any time during the continuance of any such default or breach of covenant, and Mortgagee may enforce any one or more remedies hereunder successively or concurrently at its option.

All rights and obligations hereunder shall extend to and be binding upon the several heirs, successors, executors, administrators and assigns of the parties hereto.

The plural as used in this instrument shall include the singular where applicable.

The real property hereby mortgaged is located in Greenville County, State of South Carolina, and is described as follows: on the southwestern side of Rocky Slope Road, being a part of Tract 2 of the property of Lucy L. Hindman according to a plat made by Pickell and Pickell dated Feb. 4, 1955, and having the following metes and bounds, to-wit: BEGINNING at an iron pin on the southwestern ~~xxx~~ side of Rocky Slope Road, said pin being where the Rocky Slope Road intersects with the southeastern side of a 50 ft. proposed street and running thence along the southwestern side of Rocky Slope, S 34-40 E 89 ft. to an iron pin at corner of lot heretofore conveyed by Kellet to E.P. Ellett; thence along line of E.P. Kellett's property, S 64-2 177 ft. to iron pin thence, N 33-25 W 89 ft. to an iron pin on the southeastern side of a 50 ft. proposed street; thence with the southeastern side of ~~xxx~~ said 50 ft. proposed street, thence with said street, N 64-26 E 175 ft. to beginning corner, being same conveyed to Edna Kellett Hughes by deeds from E.D. Kellett dated March 13, 1956 and dated June 2, 1957.

Title to said property is clear, free and unencumbered except (state exceptions, if any)

IN WITNESS WHEREOF, Mortgagors have executed this mortgage on the day above shown.

David Vorster (Witness) — X Edna K. Hughes (SEAL) Mortgagor

Patricia Ritchie (Witness) — X R. L. Hughes Sr (SEAL) Mortgagor

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ORIGINAL

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