S.C.
PM '82
ASLEY

BOOK 1571 PAGE 774

MORTGAGE

THIS MORTGAGE, dated as of the 24th day of May, 19 82, by and between Thomas M. Neely and Rachel A. Neely, husband and wife, (hereinafter jointly called "the Mortgagor"), and UNITED VIRGINIA MORTGAGE CORPORATION, a Virginia corporation (hereinafter called "UVMC"), recites and provides.

The Mortgagor has made a mortgage note of even date herewith (hereinafter called "the Note"), payable to UVMC or order, in which the Mortgagor waived the benefits of the Homestead Exemption, in the original principal amount of $18,150.00, bearing interest at a rate of 17.50 percent (17.50 %) per annum such principal and interest to be payable in full by the Mortgagor in monthly installments as follows: $321.23 Dollars on the 15th day of July, 19 82, and a like amount on the same day of each and every month thereafter for 119 (119) months, except that the last installment shall be $321.23; provided, however, that if not sooner paid, the balance of such principal amount together with interest thereon shall be due and payable in full on the 15th day of June, 19 92.

NOW THEREFORE, the Mortgagor hereby grants and conveys to UVMC, its successors and assigns to secure the payment of the Note, all additional sums, with interest thereon, advanced under the Note and this Mortgage, and the performance of the covenants, agreements, terms, conditions and warranties contained in the Note and this Mortgage, in fee simple, with General Warranty and English covenants of title, the following property together with all improvements thereon and appurtenances thereunto belonging, all situated in the County of Greenville, South Carolina (hereinafter called "the Real Estate"):

ALL that certain piece, parcel or lot of land, together with all improvements thereon, situate, lying and being on the northeast side of Woodmont Circle, in the County of Greenville, State of South Carolina, and being shown and designated as Lot No. 18, Block C on a plat of Brookforest recorded in the RMC Office for Greenville County, S. C. in Plat Book BB, at Page 41, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northeastern side of Woodmont Circle, joint front corner of Lots Nos. 18 and 19, and running thence, N. 30-50 E. 138

(See Addendum attached hereto)

TO HAVE AND TO HOLD unto UVMC, its successors and assigns, forever, together with all buildings, improvements, fixtures and appurtenances now or hereafter erected on the Real Estate, all rights, appurtenances, easements, privileges, remainders and reversions appertaining thereto, all additions, substitutions and accessions thereto or therefor and replacements thereof, including, but not limited to, all apparatus, equipment, fixtures, or articles whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and also together with any screens, window shades, storm doors and windows, screen doors, awnings, stoves and water heaters (all of which shall be deemed to be a part of the Real Estate whether physically attached thereto or not).

Mortgagor covenants that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Real Estate, that the Real Estate is unencumbered except as stated hereinbelow and that Mortgagor will warrant and defend generally the title to the Real Estate all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring UVMC's interest in the Real Estate.

FURTHER TOGETHER with any and all awards, refunds and proceeds heretofore or hereafter made or paid, in any condemnation proceedings whatsoever or by purchase in lieu of condemnation, to the present or subsequent owners of the Real Estate for the acquisition of the Real Estate or any portion thereof, any interest therein, or use thereof for public or other purposes authorized by statute or for consequential damages on account thereof and also any award for any damage to the Real Estate and all proceeds of insurance policies in connection with the Real Estate; and all of such awards, refunds and proceeds are hereby assigned to the holder of the Note ("the Noteholder"), its successors and assigns, with the power to pursue, collect and receive and apply the same as provided for herein, whether or not then due and payable. The Mortgagor shall execute all additional instruments reasonably necessary to perfect this assignment or to substitute or add the Noteholder as petitioner in any such proceeding.

AS FURTHER security for the payment of the Note and the performance of the covenants, agreements, terms, conditions and warranties contained in the Note and this Mortgage, the Mortgagor does hereby assign, transfer and set over to the Noteholder all leases now existing or hereafter made, whether oral or written, of or relating to the Real Estate (the Leases), together with all rents, issues, profits, revenues, royalties, rights of contract and otherwise, and benefits arising from the Real Estate, including, but not limited to, any deposits of cash, securities and property which may be held at any time and from time to time under the terms of the Leases; provided, however, that such assignment shall not constitute a surrender by the Mortgagor of the Leases and such rents, issues, profits, revenues, royalties, rights of contract and otherwise until an event of default hereunder as hereinafter defined and an acceleration of the Note, but such rents, issues, profits, revenues, royalties, rights of contract and otherwise may, notwithstanding such assignment, be exercised and enforced by the Mortgagor until such an event of default and acceleration of the Note.

The Real Estate together with the Leases and all other rights and property hereinabove granted and conveyed shall hereinafter be referred to as "the Properties".

Furthermore, this Mortgage shall be, for the benefit of the Noteholder, a Security Agreement pursuant to the provisions of Title 36-9-101 *et seq.* of the Code of South Carolina, as amended.

1. Affirmative Covenants of the Mortgagor.

The Mortgagor covenants and agrees as follows:

(a) Payment of the Note. The Mortgagor shall pay the principal of and the interest on the Note when and as the same shall become due.

(b) Performance of Covenants. The Mortgagor shall at all times fully perform and comply with all covenants, agreements, terms, conditions and warranties contained in the Note and this Mortgage.

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