THE STATE OF SOUTH CAROLINA countrol Greenville

tu 83 - Petwien 5th Mongagonn V. Edward Eichelberger and Martha A. Eichelberger ineigin 'Horrower'), and the Mortgagee, Financy America Corporation, a corporation organized and existing under the jaws of South Carolina whose address is P. O. Box 6020 Greenville, South Carolina 29606 therein "Lender")

Whereas, Borrower is indebted to Lender in the principal sum of \$20,000 a 50 Dollars, which indehtedness is esidenced by Borrower's note dated April 5. 1983 therein "Note"s, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 11, 1993

To secure to I ender the repayment of the indebtedness evidenced by the Note, with interest thereon, together with all extensions, renewals or modifications thereof, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained. Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville

All those pieces, parcels or lots of land, with the buildings and improvements thereon, situate, on the north side of Knollwiew Drive, near the City of Greenville, in Greenville County, State of South Carolina, shown as Lots 102 and 103 on plat of Riverdale, made by Dalton & Neves, Engineers, July 1957 recorded in the RMC Office for Greenville County, South Carolina, in Plat Book "KK", Page 107.

This is the same property conveyed to the Grantee, V. Edward Eichelberger and Martha A. Eichelberger, by the Grantor, Walter E. Berry and Mary C. Berry, by deed dated October 6, 1980 and recorded October 21, 1980 in deed book 1135 page 904 in the RMC Office for Greenville County.

Greenville which has the address of \$ Knollview Drive. (herein "Property Address"). South CArolina 29611 To have and to hold unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the

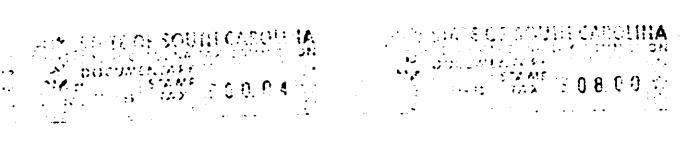
property, and all fixtures now or hereafter attached to the property, all of which including replacements and additions thereto, shall be deemed to be and remain in a part of the property covered by this Mortgage, and all of the foregoing, together with said property are herein referred to as the "Property".

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtediters evalenced by the Note.

- 2. Insurance. Burrower shall keep all improvements on said land, now or hereafter erected, constantly insured for the benefit of the Lender against less by prepayment and late charges as provided in the Note 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 Lender Borrower shall purchase such insurance, pay all premiums therefor, and shall deliver to bender such policies along with evidence of premium payment as long as the note secured hereby remains ungaid. If Borrower fails to purchase such insurance, pay the premiums therefor or deliver said policies along with evidence of payment of primiums thereion, then Lender, at his option, may gurchase such insurance. Such amounts paul by Lender shall be added to the Note secured by this Mortgage, and shall be due and payable upon demand by
- 3. Inves. Assessments. Charges. Borrower 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 Borrower fails to pay all taxes, assessments and charges as herein required, then Lender at his option, may pay the same and the amounts paid shall be added to the Sate secured by this Mortgage, and shall be due and payable upon demand by Borrower to
- 4. Preservation and Maintenance of Property. Burrower shall keep the Property in good repair and shall not commit waste or permit impairment or
- 5. Transfer of the Property: Due on Sale. If the Borrower sells or transfers all or part of the Property or any rights in the Property, any person to whom the Borrower sells or transfers the Property may take over all of the Borrower's rights and obligations under this Mortgage (known as an "assumption of the Mortgage ail certain conditions are met. Those conditions are
 - fA + Boerower gives I ender notice of sale or transfer,
 - 181 Leader agrees that the person qualifies under its then usual credit enterior.
 - (C) The person agrees to pay interest on the amount owns to Lender under the Note and under this Mortgage at whatever rate Lender requires, and
 - (D) The person signs an assumption agreement that is acceptable to Lender and that obligates the person to keep all of the peomises and agreements

If the Borrower sells or transfers the Property and the conditions in A. B. C and D of this section are not satisfied. Lender may require immediate payment in to fell of the Note, foreelose the Mortgage, and seek any other remedy allowed by the law. However, Lender will not have the right to require immediate payment in fall or any other legal remedy as a result of certain transfers. Those transfers are

- till—the creation of liens or other claims against the Property that are inferior to this Mortgage, such as other mortgages, materialman's liens, etc.;
- title a transfer of rights in household appliances, to a person who provides the Borrower with the money to buy these appliances, in order to protect
- that person against possible losses. time a transfer of the Property to surviving co-owners, following the death of a co-owner, when the transfer is automatic according to law; and
- tive leaving the Property for a term of three (3) years or less, as long as the lease does not include an option to buy
- 6. Warranties. Borrower covenants with Lender 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 marrant and defend the title against the lawful claims of all persons whomsever, except for the exceptions hereinafter stated. Little to the Property is subject to the following exceptions.



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