FILED
GREENVILLE CO. S.C.

AUG 24 12 14 PM '78

DONNIE S. TANKERSLEY
R.H.C.

BOOK 1442 PAGE 189

MORTGAGE

MORTGAGEE: BOOK 61 PAGE 229

Avco Financial Services
Manufactured Housing, Inc.
(SELLER'S NAME)
2410 N. Pleasantburg Dr.
Greenville, SOUTH CAROLINA
(SELLER'S ADDRESS)

ACCOUNT NUMBER

MORTGAGOR(S):

THIS INSTRUMENT WAS PREPARED BY MORTGAGEE.

LAST NAME	FIRST	INITIAL	SPOUSE'S NAME
Staton, Wade R.			Linda

That buyer (hereinafter referred to as mortgagor), hereby mortgages, warrants, grants, bargains, sells and conveys unto seller (hereinafter referred to as mortgagee), the following described real estate in the county of Greenville, state of South Carolina, to wit:

All that piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as property of Wade R. Staton on a plat prepared by Carl F. Duncan on June 10, 1975, which plat is of record in the RMC Office for Greenville County in Plat Book 5N-78, reference to which is hereby craved for a metes and bounds description thereof.

This being the same property conveyed to the Mortgagors herein by Deed of Hattie S. Staton, which Deed was recorded on June 25, 1975, in the RMC Office for Greenville County in Deed Book 1020-295.

The Mortgagee's mailing address is P. O. Box 240233, Charlotte, N. C. 28224

PAID IN FULL & SATISFIED 9-13-78
AVCO FINANCIAL SERVICES OF THE UNITED STATES, INC.
(Dist Sales Mgr) (Witn)

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together with all buildings and improvements now or hereafter erected thereon and all screens, shades, storm sash and blinds, and heating, lighting, plumbing, gas, electric, ventilating, refrigerating and air-conditioning equipment used in connection therewith, all of which, for the purpose of this mortgage, shall be deemed fixtures and subject to the lien hereof, and the hereditaments and appurtenances pertaining to the property above described, all of which is referred to hereinafter as the "premises".

TO HAVE AND TO HOLD said land and premises, with all the rights, privileges and appurtenances thereto belonging, to mortgagee and his heirs, executors, administrators, successors and assigns, for the use and purposes following, and none other:

Mortgagor also assigns to Mortgagee all rents, issues and profits of said premises, reserving the right to collect and use the same, with or without taking possession of the premises, during continuance of default hereunder, and during continuance of such default authorizing Mortgagee to enter upon said premises and/or collect and enforce the same without regard to adequacy of any security for the indebtedness hereby secured by any lawful means including appointment of a receiver in the name of any party hereto, and to apply the same less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, in such order as Mortgagee may determine.

FOR THE PURPOSE OF SECURING: (1) Performance of each agreement of mortgagor contained herein; (2) Payment of the total of payments of a Retail Installment Contract ("Contract") in the sum of $ 20,015.00, as provided in accordance with the terms and provisions of said Contract dated August 18, 1978 herewith executed by mortgagor and payable to mortgagee to which Contract reference is hereby made; (3) The payment of any money that may be advanced by the Mortgagee to Mortgagor for any reason or to third parties where the amounts are advanced to insure and preserve the security or in accordance with the covenants of this Mortgage.

All payments made by Mortgagor on the obligation secured by this Mortgage shall be applied in the following order:

FIRST: To the payment of taxes and assessments that may be levied and assessed against said premises, insurance premiums, repairs, and all other charges and expenses agreed to be paid by the Mortgagor.
SECOND: To the payment of default, delinquency and deferment charges.
THIRD: To the payment of said Contract.

TO PROTECT THE SECURITY HEREOF, MORTGAGOR COVENANTS AND AGREES: (1) To keep said premises insured against physical loss or damage as the Mortgagee may specify, up to the full value of all improvements for the protection of Mortgagee in such manner, in such amounts, and in such companies as Mortgagee may from time to time approve, and to keep the policies therefor, properly endorsed, on deposit with Mortgagee, and that loss proceeds (less expenses of collecting) shall, at Mortgagee's option, be applied on said indebtedness, whether due or not or to the restoration of said improvements. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Mortgagee instead of Mortgagor. (2) To pay all taxes and special assessments of any kind that have been or may be levied or assessed upon said premises, or any part thereof. (3) In the event of default by Mortgagor under Paragraphs 1 or 2 above, Mortgagee, at its option (whether electing to declare the whole indebtedness secured hereby due and collectible or not), may (a) effect the insurance above provided for and pay the reasonable premiums and charges therefor; (b) pay all said taxes and assessments without determining the validity thereof, and (c) pay such liens and all such disbursements, with interest thereon from the time of payment at the highest rate allowed by law, and such disbursements shall be deemed a part of the indebtedness secured by this Mortgage and shall be immediately due and payable by Mortgagor to Mortgagee. (4) To keep the buildings and other improvements now or hereafter erected in good condition and repair, not to commit or suffer any waste or any use of said premises contrary to restrictions of record or contrary to laws, ordinances or regulations of proper public authority, and to permit Mortgagee to enter at all reasonable times for the purpose of inspecting the premises, not to remove or demolish any building thereon; to complete within One Hundred Eighty (180) Days or restore promptly and in a good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay, when due, all claims for labor performed and material furnished therefor. (5) That the time of payment of the indebtedness hereby secured, or of any portion thereof, may be extended or renewed and any portions of the premises herein described may, without notice, be released from the lien hereof, without releasing or affecting the personal liability of any person or corporation for the payment of said indebtedness or the lien of this instrument upon the remainder of said premises for the full amount of said indebtedness then remaining unpaid, and no change in the ownership of said premises shall release, reduce or otherwise affect any such personal liability on the lien hereby created. (6) Mortgagor hereby fully and absolutely waives and releases all rights and claims he or she may have in or to said premises as a homestead exemption now existing or which may hereafter be established, or any right in the nature of dower or curtesy, or any statutory substitute therefor.

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