

MORTGAGE

FILED GREENVILLE CO. S. C.

JUN 25 11 47 AM '74

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MORTGAGOR(S)

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THIS INSTRUMENT FILED BY MORTGAGEE

Dawkins John Henry Lois

AVCO FINANCIAL SERVICES of Spbg, Inc. 12 Village Shopping Center P. O. Box 5105 Spartanburg SOUTH CAROLINA

That Mortgagor hereby mortgages, warrants, grants, bargains, sells and conveys unto Mortgagee the following described real estate in the County of Greenville State of South Carolina to wit: ... 57 of the property known as ... This is the same property conveyed to the mortgagor by ... 1924 and recorded in deed book 513, page 222 of the ...

together with all buildings and improvements now or hereafter erected thereon and all other buildings, fixtures and heating, lighting, plumbing, gas, electric, ventilating, refrigerating and air conditioning equipment used in connection therewith, the 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 and appurtenances thereto unto the said Mortgagee, its heirs, administrators, successors and assigns for the use and purposes following and to wit: other

Mortgagee assigns to Mortgagee all rents, issues and profits of said premises, including the right to receive the same, with or without the possession of the premises during continuance of default hereunder, and during continuance of such default Mortgagee to enter upon said premises and to collect and enforce the same without regard to adequacy of any security for the indebtedness hereby secured by this instrument and to appoint 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 the performance of the obligations of the mortgagor to the mortgagee, the mortgagor hereby agrees to execute and deliver to the mortgagee a promissory note in accordance with the terms and provisions of a Promissory Note Form Agreement attached hereto as Form No. Not Dated 6-17-74 and having the date of its final payment due on 7-21-77 ... and payable to the order of Mortgagee to which Promissory Note Form Agreement attached hereto as Form No. Not Dated 6-17-74 ... 2808 ...

All payments made by Mortgagee 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 and premiums, insurance premiums, repairs, and all other charges and expenses agreed to be paid by the Mortgagee; SECOND To the payment of interest due on said loan; THIRD To the payment of principal

TO PROTECT THE SECURITY HEREOF, MORTGAGOR COVENANTS AND AGREES to keep said premises insured against fire and such other casualties as the Mortgagee may specify up to the full value of said premises ... and to permit the Mortgagee to cause the premises to be insured against fire and such other casualties as the Mortgagee may specify up to the full value of said premises ...

IT IS MUTUALLY AGREED THAT if the Mortgagee shall fail to record this instrument in the Public Records of South Carolina within the time specified herein, the Mortgagee shall be deemed to have agreed to execute and deliver to the mortgagor a promissory note in accordance with the terms and provisions of a Promissory Note Form Agreement attached hereto as Form No. Not Dated 6-17-74 ...

Mortgagee agrees to surrender possession of the hereinabove described premises to the Mortgagor at the first sale of the premises after the date of the sale such possession has not previously been surrendered by Mortgagee and for failure to surrender possession will pay to Mortgagor the reasonable rental value of the premises during or after the redemption period

In the event said premises are sold by Mortgagee, Mortgagee shall be held liable for any loss or expense incurred by the mortgagor in the application of the proceeds of said sale to the indebtedness secured and to the expenses of conducting said sale including attorneys' fees and legal expenses incurred by the mortgagor

At any time and from time to time, without affecting the priority of any payment of the principal of the indebtedness secured by this mortgage, Mortgagee may cause to be made any advance payment of principal of the indebtedness secured by this mortgage, and any such advance payment shall be applied to the principal of the indebtedness secured by this mortgage in the order of priority of the indebtedness secured by this mortgage, and any such advance payment shall be applied to the principal of the indebtedness secured by this mortgage in the order of priority of the indebtedness secured by this mortgage

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