MORTGAGE

JAN 3 9 11 AM '78

STATE OF SOUTH CAROLINA

County of Greenville

Date of this Mortgage: Month October Day 25 Year 19 77

Name of Home Owner(s) and Spouse: Marshall F. Schmidt and Edna E. Schmidt

Residence: #9 "A" Street, Greenville, S. C. 29611

hereinafter called the mortgagor(s), is justly indebted to

Name of Contractor: Southern Residential Corp.

Principal Office of Contractor: 3390 Piedmont Rd. N.E. Atlanta, Ga. 30305

hereinafter called the mortgagee, in the SUM OF Five thousand, three hundred thirty two and 20/100 Dollars (US $ 5332.20)

SAID SUM TO BE PAID AS FOLLOWS	Number of monthly installments	Amount of each installment	Last Installment Due on: Month	Day	Year	Payable thereafter monthly on the	day of each month
	60	$ 88.87	Jan	31	1983	3rd	

together with interest at seven (7) per cent per annum on all matured and unpaid installments, according to a certain note(s) executed even date herewith and all sums due prior to maturity for the payment of said note(s).

KNOW ALL MEN that the said mortgagor, in consideration of the said debt and sum of money as aforesaid, and for the better securing of the payment thereof unto the said mortgagee and also the further sum of $3.00 to the said mortgagor in hand well and truly paid by the said mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, by these presents do grant, bargain, sell and release unto the said mortgagee, his heirs and assigns the following described premises in South Carolina.

Street address: #9 "A" Street | City, Town: Greenville | County: Greenville

being the same premises conveyed to the mortgagor by deed of Catherine E. Fayssoux 4/6/72 William H. Forrester

dated March 30 19 78 recorded in the office of the Clerk Court-RMC of Greenville County in R. M. B. 1077 Page 418 of which the description in said deed is incorporated by reference.

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, in the City of Greenville and being more particularly described as Lot 108, Section B as shown on a plat entitled "A Subdivision for Riverside Mills, Greenville, South Carolina", made by Pickell & Pickell Engineers, Greenville, South Carolina, January 14, 1950, and recorded in the RMC Office for Greenville County in Plat Book W at Pages 111-117, inclusive. According to said plat, the within described lot is also known as No. 9 "A" Street (Avenue) and has a frontage thereon of 75 feet.

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD ALL AND SINGULAR the premises unto the mortgagee, its successors and assigns forever. And the mortgagor does hereby bind himself and his heirs, executors and administrators to warrant and forever defend all and singular the said premises unto the said mortgagee, its successors and assigns from himself and his heirs and all persons whomsoever lawfully claiming or to claim the same or any part thereof. AND the mortgagor covenants with the mortgagee that the mortgagor will keep the improvements now existing or hereafter erected on the mortgaged property insured as required from time to time by the mortgagee against loss by fire and any other hazards specified by the mortgagee, in an amount not less than the actual cash value of the improvements or the total debt secured by this mortgage, whichever is less, in a company or companies acceptable to the mortgagee, and that all such insurance shall be carried for the benefit of the mortgagee and the mortgagor shall have the right to adjust all losses with the insurance companies, and that the mortgagor will keep the improvements now existing or hereafter erected on the mortgaged property in good repair and will not commit or suffer any waste of the property and that the mortgagor will comply with all requirements of law or municipality or other governmental agency with respect to the property and the use thereof. The mortgagor further agrees that should this mortgage and the note or notes secured hereby not be eligible, within 60 days from the date hereof (or such subsequent date as may be agreed upon by the mortgagee and mortgagor), for insurance under the National Housing Act as amended, for the purpose of the mortgagee's obtaining insurance thereunder, the mortgagee may, at its option and notwithstanding anything herein or in the note or notes secured hereby contained to the contrary, declare all sums secured hereby immediately due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. The mortgagor further agrees that should the mortgaged property or any part thereof be taken by condemnation, any award for the taking of all or any part of the property after the payment of all reasonable costs, expenses and attorney's fees necessarily paid or incurred by the mortgagee in connection with such condemnation, shall be paid to the mortgagee and may be applied by it toward the payment of the debt secured by this mortgage whether or not then due and payable. The mortgagor further agrees that should the mortgagee at any time pay any premium on any insurance policy, taxes or assessment required to be made by the mortgagor under the terms of this mortgage, or any part thereof, or any amount necessary to satisfy any lien or claim for lien on the mortgaged property, which has priority over this mortgage, or any part thereof, with interest on such premium, taxes, assessment or other lien or claim for lien from the date thereof at the rate of seven (7) per cent per annum, the mortgagor will repay the same to the mortgagee on demand, and all such payments shall be added to and become a part of the debt secured by this mortgage.

It is covenanted by the mortgagor and mortgagee that the provisions of this mortgage shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, whenever the context so requires or permits.

RV-2