GR... CO. S.C.

REAL ESTATE MORTGAGE

BOOK 1563 PAGE 961

THE STATE OF SOUTH CAROLINA

COUNTY OF Greenville

This Mortgage is made this 17th day of February, 19 82 between Mortgagor(s) Betty Jo Byers (herein "Borrower"), and the Mortgagee, FinanceAmerica Corporation, a corporation organized and existing under the laws of South Carolina whose address is P. O. Box 6020 Greenville, SC 29606 (herein "Lender").

Whereas, Borrower is indebted to Lender in the principal sum of 6261.82 Dollars, which indebtedness is evidenced by Borrower's note dated Feb. 17, 1982 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 24, 1987.

To secure to Lender 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, State of South Carolina:

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, on the southern side of E. North Street Extension (formerly known as Spartanburg Road) and being a portion of Lot No. 14, according to a plat prepared by O. H. Jones, Architect and Engineer, September 17, 1913 and copied by W. D. Neves, April 19, 1920 and recorded in the R. M. C. Office for Greenville County, South Carolina in Plat Book "E" at pages 251-252; reference to said plat is craved for metes and bounds.

This is the same property conveyed to the Grantee, Betty Jo Byers by the Grantor, James W. Byers, by deed dated 6/18/76, and recorded 6/18/76, in volume 1038, at page 215, in the RMC Office for Greenville County South Carolina.

which has the address of 1406 E. North Street (Street) Greenville (City)

South Carolina 29607 (State and Zip Code) (herein "Property Address");

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".

Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note.

2. **Insurance.** Borrower shall keep all improvements on said land, now or hereafter erected, constantly insured for the benefit of the Lender against loss by 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 Lender such policies along with evidence of premium payment as long as the note secured hereby remains unpaid. If Borrower fails to purchase such insurance, pay the premiums therefor or deliver said policies along with evidence of payment of premiums thereon, then Lender, at his option, may purchase such insurance. Such amounts paid by Lender shall be added to the Note secured by this Mortgage, and shall be due and payable upon demand by Borrower to Lender.

3. **Taxes, 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 Note secured by this Mortgage, and shall be due and payable upon demand by Borrower to Lender.

4. **Preservation and Maintenance of Property.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property.

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") if certain conditions are met. Those conditions are:

(A.) Borrower gives Lender notice of sale or transfer.

(B.) Lender agrees that the person qualifies under its then usual credit criteria;

(C.) The person agrees to pay interest on the amount owed 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 promises and agreements made in the Note and in this Mortgage.

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 full of the Note, foreclose the Mortgage, and seek any other remedy allowed by the law. However, Lender will not have the right to require immediate payment in full or any other legal remedy as a result of certain transfers. Those transfers are:

(i) the creation of liens or other claims against the Property that are inferior to this Mortgage, such as other mortgages, materialman's liens, etc.;

(ii) 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;

(iii) 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

(iv) leasing 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 warrant and defend the title against the lawful claims of all persons whomsoever, except for the exceptions hereinafter stated. Title to the Property is subject to the following exceptions.

STATE OF SOUTH CAROLINA
DOCUMENTARY STAMP TAX COMMISSION
STAMP 02 52

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Form 040-2256 11/81