

REAL ESTATE MORTGAGE

1574 007

THE STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

S. C.

AM '82

This Mortgage is made this 9 (TH) day of JULY, 1982 between
 Mortgagor(s) David A. Huff and Lynette W. Huff (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, South Carolina 29606 (herein "Lender").

Whereas, Borrower is indebted to Lender in the principal sum of Six Thousand Forty Two and 34/100
 Dollars, which indebtedness is evidenced by Borrower's note dated July 9, 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 July 16, 1988

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 lot of land in Greenville County, South Carolina, being shown as Lot
 No. 116 on plat of Berea Forest, Section Two, recorded in the RMC Office for
 Greenville County in Plat Book 4N at Pages 76 and 77, and having such metes and
 bounds as shown on said plat.

THIS conveyance is made subject to any and all restrictions, easements, rights of
 way, setback lines or zoning ordinances that may appear on record on the recorded
 plat(s) or on the premises.

THIS being the same property conveyed to the Grantors herein by a certain deed of
 Bobby J. Jones on August 23, 1974, and thereafter filed at 12:58 PM on August 26,
 1974, in the RMC Office for Greenville County Deed Book 1005 at Page 612.

AS part of the consideration hereto, the Grantees assume and agree to pay that
 certain mortgage given by the Grantors in favor of SOUTH CAROLINA NATIONAL BANK
 on August 23, 1974, and thereafter assigned to Federal Home Loan Mortgage Corp.
 Said mortgage is now due the balance of \$26,999.50. Said Mortgage is filed in the
 RMC Office for Greenville County in REM Book 1320, Page 671.

THE Grantors hereby assign and transfer to the Grantees any and all fund in the
 said escrow account. 501 Berea Forest Circle Greenville
 which has the address of (Street) (City)

South Carolina 29611 (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:

2960

4328 RV-2

DOCUMENTARY
 JUL 12 1982