BOOK 860 PAGE 394

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FILED GREENVILLE CO. S. C.

BOOK 47 PAGE 808

70413

21945

(South Carolina)

MORTGAGE

JUN 15 11 43 AM 1951

CLERK OF COURT

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE } ss.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, TOM D. HART, of GREENVILLE COUNTY, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto Institute For Essential Housing, Inc., a corporation organized and existing under the laws of New Jersey, hereinafter called the Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal sum of EIGHT THOUSAND FOUR HUNDRED TEN & 95/100THS Dollars ($8,410.95), with interest from maturity at the rate of six per centum (6%) per annum until paid, said principal being payable at the office of Mortgagee, or at such other place as the holder

C.O.S.C. Satisfaction Paid and fully satisfied
This 12th day of August 1975
Rediscount Corporation
By: A. Wannemacher
A. Wannemacher - Vice President

SATISFIED AND CANCELLED OF RECORD
MAY 20 1977
31734

Witnesses:
Ann W. Sims
Lucia D. Marco

the indebtedness evidenced by the said note, and other governmental or municipal charges, fines, and other governmental or municipal charges, or insurance premiums, if the Mortgagor fails to make any payment or payments as required herein, the Mortgagee may pay the same; and that he will promptly pay the same, and that if the Mortgagor fails to make any payment or payments, or if the Mortgagor fails to keep any of the covenants hereof relating to taxes, assessments, or the like, the Mortgagee may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby shall be added to the indebtedness secured by this mortgage.

To Have and To Hold unto the Mortgagee forever, with all rights, privileges, and appurtenances thereunto belonging, under and condition as they are now and will not be changed by the Mortgagor during the term of this mortgage, except as herein otherwise provided.

And the Mortgagor covenants that he will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties, and contingencies in such manner and for such periods as may be required by the Mortgagee, and that he will deposit with the Mortgagee policies evidencing such insurance as and when required by the Mortgagee. All such insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. 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 the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

The Mortgagor hereby assigns to the Mortgagee the rents, issues, and profits of the mortgaged premises from and after any default hereunder. The Mortgagor authorizes the Mortgagee, at its option, to enter upon and take and maintain full control of the premises described herein in order to perform all acts necessary and proper to operate and maintain the premises in the same manner as the Mortgagor himself might do, including the execution of his trust as receiver, and to apply the rents, issues, and profits received by the Mortgagee pursuant to this instrument, then the expenses of operating and maintaining the premises, including but not limited to receiver's fees, premiums on receiver's bonds, and reasonable attorney's fees, and then to the payment of the indebtedness secured hereby, in such order as the Mortgagee may determine.

The Mortgagee covenants that the Mortgagor may enjoy the premises above conveyed until there is a default under this mortgage or in the note secured hereby. It is the true meaning of this instrument that if the Mortgagor shall well and truly pay the said note and all sums owing by the Mortgagor to the Mortgagee, all sums then owing by the Mortgagor to the Mortgagee may be foreclosed. The Mortgagor and covenants of this mortgage, and of the note secured hereby, shall cease, determine, and be null and void; otherwise to remain in full force and effect. Should the Mortgagor fail to perform any of the conditions, or covenants of this mortgage, or of the note secured hereby, all sums then owing by the Mortgagor to the Mortgagee, all sums then owing by the Mortgagor to the Mortgagee under the terms of this mortgage may be foreclosed. The Mortgagor shall be liable for a deficiency judgment in the event the proceeds of sale are insufficient to pay the debt in full. This mortgage shall be governed by the laws of the State of South Carolina. Should any legal proceedings be brought to foreclose this mortgage, or should the Mortgagee become a party to any suit involving this mortgage or the title to the premises described herein, or should the debt secured hereby or any part thereof be placed in the hands of attorneys at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee, shall be recoverable by the Mortgagee as a part of the debt secured hereby, and shall be due and payable by the Mortgagor to the Mortgagee, and a reasonable attorney's fee, shall be recoverable by the Mortgagee as a part of the debt secured hereby, and shall be due and payable by the Mortgagor to the Mortgagee, and a reasonable attorney's fee, shall be recoverable by the Mortgagee as a part of the debt secured hereby, and shall be due and payable on demand, at the option of the Mortgagee, and may be collected hereunder.

Executed this 13th day of JUNE, 1961.

Cancelled
Penn Fed Pittsburgh

The benefits and advantages shall inure to, the respective heirs, executors, administrators and assigns of the parties hereto. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

LAND CONVEYED UNTO MORTGAGOR HEREIN BY DEED OF MILDRED DURHAM HART (FORMERLY MILDRED DURHAM) DATED JUNE 13, 1961, OF RECORD IN THE AFORESAID RMC OFFICE IN DEED BOOK _____ AT PAGE _____.

together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures and equipment now or hereafter attached to or used in connection with the real estate herein described.

FORM NO. 4166 SC

4328 RV.2