

Title received from Herman Cunningham and Jeanette B. Cunningham by deed dated 9-30-75, Volume 1025, page no. 130 recording date 10-1-75. 15 THE 100 1417 756

KNOW ALL MEN BY THESE PRESENTS, that Patricia A. Arnold, of Greenville, South Carolina, hereafter called the "Mortgagor", has become justly indebted to Helen Arnold, of Greenville, South Carolina, hereafter called the "Mortgagee", in the sum of Sixty and no/100

dollars (\$ 60.00 ) evidenced by a promissory note of even date herewith in the total amount set forth above, payable in 60 monthly installments of forty-nine and 4/100 DOLLARS (\$ 49.44 ) on the first payment commencing on the 8th day of January, 1976, and continuing on the same day of each month thereafter, including principal, interest, charges, court costs, collection expenses, attorney fees, interest after maturity, and all terms, conditions and stipulations provided for in the said promissory note.

NOW, for and in consideration of the aforesaid indebtedness and to secure the prompt payment of the same, the Mortgagor has bargained and sold and does hereby grant, bargain, sell and convey unto the said Mortgagee, his successors and assigns, the following described lot or parcel of land situated in Greenville County, State of South Carolina, to wit:

All that certain piece, parcel or lot of land, situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as Lot No. 35 as shown on a plat of Property of R. P. Kearns of record in the office of the Register of Deeds for Greenville County in plat 257 at page 17 and a more recent plat of Property of Volvin L. Arnold, Jr. and Patricia A. Arnold, prepared by Carolina Surveying Company, dated September 25, 1975 and having, according to the more recent plat, the following notes and bounds, to-wit: BEGINNING at an iron pin on the eastern side of Antioch Drive, joint front corner of lot 35 and 34; thence S. 89-10 E., 172.5 feet to an iron pin; thence S. 6-50 W., 50 feet to an iron pin at the joint rear corner of lots 35 and 34; thence N. 89-10 W., 172.5 feet to an iron pin on the eastern side of Antioch Drive; thence with said Antioch Drive, N. 6-50 E., 50 feet to an iron pin, being the point of beginning. This is the identical property conveyed to the said Helen Arnold for the Secretary of Housing and Urban Development, recorded in deed book 990 at page 333. This conveyance is subject to the covenants, conditions and restrictions of any deed or any affecting the above described property, hereinafter referred to as the "Mortgaged Property".

9021

TO HAVE AND TO HOLD all and singular the above granted and bargained premises unto the Mortgagee, her heirs, successors and assigns, to the order of the Mortgagee, according to its terms and effect, that certain promissory note of even date herewith and secured hereby and a certain deed of trust and security instrument of even date herewith, and to the heirs, successors and assigns of the Mortgagee, prior to cancellation hereof, then this mortgage shall cease, terminate and be of no effect.

The Mortgagor agrees and covenants to pay all taxes and special assessments against the property and to keep the same in full force and effect. The Mortgagee shall and will keep in force a policy of insurance on that portion of the mortgaged property which is insurable covering loss of damage by fire and the usual comprehensive casualty insurance policy. Such policy shall be with an insurer acceptable to the Mortgagee, in an amount not less than the full value of the property upon the indebtedness secured hereby, with loss payable to the Mortgagee. In the event of loss, the Mortgagee shall have immediate notice by mail to the Mortgagee, who will make proof of loss if not made promptly by the Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment of such loss directly to the Mortgagee instead of the Mortgagor and Mortgagee jointly, but in the event any payment is made by the Mortgagee, the Mortgagee hereby authorizes the Mortgagee to endorse his name on any check, draft or money order as his attorney-in-fact. Upon payment for loss, the Mortgagee may at his sole option apply such proceeds to reduce the balance of the indebtedness, or to restore the mortgaged property. In the event the Mortgagor shall neglect or refuse to obtain such insurance or pay any taxes when due, then the Mortgagee may at his sole option obtain such insurance or pay all such taxes or both, and all sums expended therefor shall be due immediately from the Mortgagor to the Mortgagee with interest at the rate of 6% per annum from the date of payment by the Mortgagee until paid.

The Mortgagor agrees and covenants that he will maintain the mortgaged property in good condition and not to commit or to permit anyone else to commit waste, reasonable wear and tear excepted. Upon the failure of the Mortgagor to so maintain the mortgaged property, the Mortgagee may cause reasonable maintenance work to be performed at the cost of the Mortgagor. Any such sum so expended shall be due immediately from the Mortgagor with interest at the rate of 6% per annum from the date expended until paid.

The Mortgagor hereby vests the Mortgagee with the full power and authority, upon the breach of any covenant or warrant herein contained, or upon any default in the payment of any installment provided in said note or any renewal or extension thereof, or in the performance of any agreement herein contained, to declare the entire indebtedness hereby secured immediately due and payable, without notice to any person to take possession of said property and proceed to foreclose this mortgage in accordance with the law of this State. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the Mortgagee become a party of 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 any attorney at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee, shall thereupon become due and payable immediately or on demand, at the option of the Mortgagee, as a part of the debt secured hereby, and may be recovered and collected hereunder.

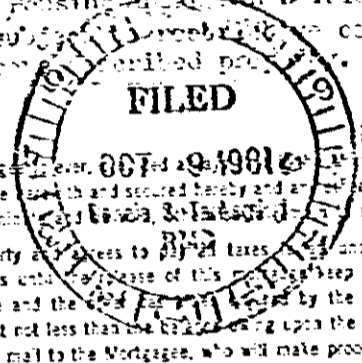
The Mortgagor (if more than one, all mortgagors) hereby waive and relinquish all rights of exemption and homestead.

This mortgage may be assigned by the Mortgagee without the consent or notice to the Mortgagor and when so assigned, the assignee shall have all of the rights and privileges given to the Mortgagee by the provision of this mortgage.

This mortgage is in addition to any other lien or security heretofore or hereafter given or obtained by the Mortgagee and is not in satisfaction or in lieu of any other lien or security.

In this mortgage, wherever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular includes the plural. This mortgage shall bind all parties hereto, their heirs, legatees, administrators, executors, successors and assigns.

In witness whereof, the Grantors hereunto set their hands and seals this 12 day of Oct. 1976. Signed in the presence of: Helen Arnold (Seal), Patricia A. Arnold (Seal)



0766

4328 RV-2