

GRAND FILED

MORTGAGE

Am. En. 5300001496 322

BOOK 86 PAGE 350

KNOW ALL MEN BY THESE PRESENTS, that Wm. C. Massey and Sara L. Massey his wife of Greenville County, State of South Carolina, hereinafter whether one or more called the "Mortgagor", has become justly indebted to Southland Trane of Greenville County, South Carolina, hereinafter called the "Mortgagee", in the sum of Eight Thousand Eight Hundred Forty One DOLLARS (\$8,341.84) evidenced by a promissory note of even date herewith in the total amount set forth above, payable in 84 monthly instalments of One Hundred Five DOLLARS (\$105.26), the first payment commencing on the 26th day of February 1980, and continuing on the same day of each month thereafter until fully paid, together with late charges, court costs, collection expenses, attorney fees, interest after maturity, and all terms, conditions and stipulations provided for in said note.

NOW, for and in consideration of the aforesaid indebtedness and to secure the prompt payment of the same, 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:

JUL 23 1984

Finance America Corporation  
4/26/84  
By Thomas C. Day  
Richard L. ...  
Witness  
2394

RECORDED  
JUL 23 1984  
REVENUE

Together with all rights, members, privileges, hereditaments, easements and appurtenances belonging or appertaining, Mortgagor agrees to warrant and forever defend and singular the said premises unto the said Mortgagee, his successors and assigns, from and against said Mortgagor, his heirs, executors, administrators and assigns, and all other persons whomsoever lawfully claiming or to claim the same or any part thereof, and Mortgagor hereby covenants and warrants that he has a fee simple title to said property, free from all encumbrances except:

TO HAVE AND TO HOLD all and singular the aforesaid and bargained premises unto the Mortgagee forever, provided always that if the Mortgagor shall and will pay to the order of the Mortgagee, according to its tenor and effect, that certain promissory note of even date herewith and secured hereby and any other sums which become owing by the Mortgagor to the Mortgagee prior to cancellation hereof, then this mortgage shall cease, terminate and be void, otherwise to remain in full force and effect.

The Mortgagor agrees and covenants to pay all taxes and special assessments against the property and agrees to pay all taxes levied under the laws of this State on the indebtedness secured hereby. Mortgagor further covenants and agrees that he will at all times until the release of this mortgage keep in force a policy of insurance on that portion of the mortgaged property which is insurable covering loss and damage by fire and the other casualties covered by the usual comprehensive casualty insurance policy. Such policy shall be with an insurer acceptable to the Mortgagee, in an amount not less than the balance owing upon the indebtedness secured hereby, with loss payable to the Mortgagee. In the event of loss, Mortgagor shall give 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 Mortgagor jointly, but in the event any payment is made jointly, Mortgagor hereby authorizes 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

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