

MORTGAGE

BOOK 1238 PAGE 253

11:30 a.m.

AVCO FINANCIAL SERVICES

MORTGAGOR(S):	ACCOUNT NUMBER	THIS INSTRUMENT WAS PREPARED BY MORTGAGEE	
LAST NAME	FIRST	INITIAL	SPOUSE'S NAME
Herring	Willie Andrew		Thelma G.

of Spartanburg, Inc.
P. O. Box 5105
Spartanburg, SOUTH CAROLINA

That Mortgagor hereby mortgages, warrants, grants, bargains, sells and conveys unto Mortgagee, the following described real estate in the County of Greenville, State of South Carolina to wit:

All that piece, parcel or lot of land, with the improvements thereon, situate, lying and being near the City of Greenville, Greenville County, South Carolina, and being particularly described as Lot 18, Section 2, as shown on a plat entitled "Subdivision of Village Houses, F.W. Poe Mfg. Co., Greenville, S. C.", made by Dalton & Neves, July, 1950, and recorded in the R.M.C. Office for Greenville County in Plat Book Y, at pages 26-31, inclusive. According to said plat, the within described lot is also known as No. 212 Second Avenue (Park Place) and fronts thereon 50 feet.

together with all buildings and improvements now or hereafter erected thereon and all screens, shades, storm sash and blinds, and heating, lighting, plumbing, gas, electric, ventilating, refrigerating and air-conditioning equipment used in connection therewith, all of which, for the purpose of this mortgage, shall be deemed fixtures and subject to the lien hereof, and the hereditaments and appurtenances pertaining to the property above described, all of which is referred to hereinafter as the "premises".

TO HAVE AND TO HOLD said land and premises, with all the rights, privileges and appurtenances thereto belonging, to mortgagee and his heirs, executors, administrators, successors and assigns, for the use and purposes following, and none other:

Mortgagor also assigns to Mortgagee all rents, issues and profits of said premises, reserving the right to collect and use the same, with or without taking possession of the premises, during continuance of default hereunder, and during continuance of such default authorizing Mortgagee to enter upon said premises and/or collect and enforce the same without regard to adequacy of any security for the indebtedness hereby secured by any lawful means including appointment of a receiver in the name of any party hereto, and to apply the same less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, in such order as Mortgagee may determine.

FOR THE PURPOSE OF SECURING: (1) Performance of each agreement of Mortgagor contained herein; (2) Payment of the principal sum with interest as provided in accordance with the terms and provisions of a Promissory Note/Loan Agreement (hereafter referred to as "Promissory Note") dated 6-22-72 and having the date of its final payment due on 12-22-76, or as extended, deferred or rescheduled by renewal or refinance herewith executed by Mortgagor and payable to the order of Mortgagee, to which Promissory Note reference is hereby made; (3) Payment of any additional advances in a principal sum not exceeding, and this Mortgage shall not secure more than, the aggregate sum of \$ 9396, with interest thereon as may be hereafter loaned by Mortgagee to Mortgagor, or any of them, with interest thereon. This paragraph shall not constitute a commitment to make additional loans in any amount; (4) Any other indebtedness or obligation of the Mortgagor, or any of them, to Mortgagee, and any present or future demands of any kind or nature which the Mortgagee or its successors may have against the Mortgagor, or any of them, whether created directly or acquired by assignment, whether absolute or contingent, whether due or not, whether otherwise secured or not, or whether existing at the time of the execution of this instrument, or arising thereafter; (5) The payment of any money that may be advanced by the Mortgagee to Mortgagor or to third parties, with interest thereon, where the amounts are advanced to protect the security or in accordance with the covenants of this Mortgage.

All payments made by Mortgagor on the obligation secured by this Mortgage shall be applied in the following order:

FIRST: To the payment of taxes and assessments that may be levied and assessed against said premises, insurance premiums, repairs, and all other charges and expenses agreed to be paid by the Mortgagor.

SECOND: To the payment of interest due on said loan.

THIRD: To the payment of principal.

TO PROTECT THE SECURITY HEREOF, MORTGAGOR COVENANTS AND AGREES: (1) To keep said premises insured against fire and such other casualties as the Mortgagee may specify, up to the full value of all improvements for the protection of Mortgagee in such manner, in such amounts, and in such companies as Mortgagee may from time to time approve, and to keep the policies therefor, properly endorsed, on deposit with Mortgagee, and that loss proceeds (less expenses of collection) shall, at Mortgagee's option, be applied on said indebtedness, whether due or not or to the restoration of said improvements. 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 Mortgagee instead of Mortgagor. (2) To pay all taxes and special assessments of any kind that have been or may be levied or assessed upon said premises, or any part thereof. (3) In the event of default by Mortgagor under Paragraphs 1 or 2 above, Mortgagee, at its option (whether electing to declare the whole indebtedness secured hereby due and collectible or not), may (a) effect the insurance above provided for and pay the reasonable premiums and charges therefor; (b) pay all said taxes and assessments without determining the validity thereof, and (c) pay such liens and all such disbursements, with interest thereon from the time of payment at the highest rate allowed by law, and such disbursements shall be deemed a part of the indebtedness secured by this Mortgage and shall be immediately due and payable by Mortgagor to Mortgagee. (4) To keep the buildings and other improvements now or hereafter erected in good condition and repair, not to commit or suffer any waste or any use of said premises contrary to restrictions of record or contrary to laws, ordinances or regulations of proper public authority, and to permit Mortgagee to enter at all reasonable times for the purpose of inspecting the premises, not to remove or demolish any building thereon; to complete within One Hundred Eighty (180) Days or restore promptly and in a good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay, when due, all claims for labor performed and material furnished therefor. (5) That the time of payment of the indebtedness hereby secured, or of any portion thereof, may be extended or renewed and any portions of the premises herein described may, without notice, be released from the lien hereof, without releasing or affecting the personal liability of any person or corporation for the payment of said indebtedness or the lien of this instrument upon the remainder of said premises for the full amount of said indebtedness then remaining unpaid, and no change in the ownership of said premises shall release, reduce or otherwise affect any such personal liability on the lien hereby created. (6) Mortgagor hereby fully and absolutely waives and releases all rights and claims he or she may have in or to said premises as a homestead exemption now existing or which may hereafter be established, or any right in the nature of dower or curtesy, or any statutory substitute therefor.

IT IS MUTUALLY AGREED THAT: (1) If the Mortgagor shall fail or neglect to pay installments on said Promissory Note as the same may hereafter become due, or upon default in performance of any agreement hereunder, or upon sale or other disposition of the premises by Mortgagor, or upon contracting without Mortgagee's prior written consent for any home improvement which could, if not paid for, give rise to a claim for Mechanic's Lien under the Code of South Carolina, or should any action or proceeding be filed in any court to enforce any lien on, claim against or interest in the premises, then all sums owing by the Mortgagor to the Mortgagee under this Mortgage or under the Promissory Note secured hereby shall immediately become due and payable at the option of the Mortgagee on the application of the Mortgagee or Assignee or any other person who may be entitled to the monies due thereon; and after any one of said events this mortgage will be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one days' notice, by publishing once a week for three consecutive weeks, the time, place and terms of sale, by publication in some newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Court House door of said county, (or the division thereof) where said property is located, at public outcry, to the highest bidder for cash; and apply the proceeds of the sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee and any evidence of title procured in connection with such sale; Second, to the payment of any amounts that may have been expended, or that it may then be necessary to expend, in paying insurance, taxes, or other incumbrances, with interest thereon; Third, to the payment of said indebtedness in full, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale, and Fourth, the balance, if any, to be turned over to said Mortgagor and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor.

(2) Mortgagor agrees to surrender possession of the hereinabove described premises to the Purchaser at the aforesaid sale, immediately after such sale, in the event such possession has not previously been surrendered by Mortgagor, and for failure to surrender possession, will pay to Purchaser the reasonable rental value of the premises during or after the redemption period.

(3) In the event said premises are sold by Mortgagee, Mortgagor shall be liable for any deficiency remaining after sale of the premises, and application of the proceeds of said sale to the indebtedness secured and to the expenses of conducting said sale, including attorney's fees and legal expenses if allowed by law.

(4) At any time and from time to time, without affecting the liability of any person for the payment of the indebtedness secured hereby and without releasing the interest of any party joining in this Mortgage, Mortgagee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Mortgage or the lien or charge thereof; (d) grant any extension or modification of the terms of this loan; (e) release without warranty, all or any part of said property. Mortgagor agrees to pay reasonable fee to Mortgagee for any of the services mentioned in this paragraph.