

MORTGAGE OF REAL ESTATE — SOUTH CAROLINA

9-350
836 251

This Mortgage made this 13th day of September, 1960, between Marvin E. Cox & Bernice E. Cox

called the Mortgagor, and Wise Homes, Inc. of Spartanburg, hereinafter called the Mortgagee.

WITNESSETH

WHEREAS, the Mortgagor in and by his certain promissory note in writing of even date herewith is well and truly indebted to the Mortgagee in the full and just sum of Thirty One Hundred Sixty & 80/100 Dollars (\$3160.80), with interest from the date of maturity of said note at the rate set forth therein, due and payable as follows: in equal monthly installments of \$ 43.90 commencing on the 5th day of December, 1960, and a like amount on the 5th day of each successive month thereafter until the whole of said indebtedness is paid.

NOW THEREFORE, the Mortgagor, in consideration of the said debt and sum of money aforesaid, and for better securing the payment thereof, according to the terms of the said note, and also in consideration of the further sum of \$3.00 to him in hand paid by the Mortgagee at and before the sealing and delivery of these presents hereby bargains, sells, grants and releases unto the Mortgagee, its successors and assigns, the following described real estate situated in Greenville County, South Carolina:

Beginning at an old iron stake in the center of S. C. Highway No. 414, the northwesterly corner of the Grace D. Cox 3.80 acre tract of land, common corner of the M.C. Free land and runs thence from the said point of beginning with the centerline of Highway No. 414 N 50-40 E 212.00 feet to a point in said centerline, thence new line S 43-11 E 441.75 feet to a stake in the old line, (the southerly line of the Grace D. Cox land), thence with said line S 75-00 W 185 feet to an old iron, corner of the M. C. Free land, thence with the free line N 49-22 W 375.50 feet to the point of beginning, containing 1.9 acres more or less and being the western portion of the Grace D. Cox land as Recorded in Deed Book 547, page 105 in the R. M. C. Office of Greenville County, S. C.

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining, or that hereafter may be erected or placed thereon.

TO HAVE AND TO HOLD all and singular the said premises unto the Mortgagor, its successors and assigns forever.

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he has good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever. The Mortgagor further covenants to warrant and forever defend all and singular the premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor covenants and agrees as follows:

1. To pay all sums secured hereby when due.
2. To pay all taxes, levies and assessments which are or become liens upon the said real estate when due, and to exhibit promptly to the Mortgagee the official receipts therefor.
3. To provide and maintain fire insurance with extended coverage endorsement, and other insurance as Mortgagee may require, upon the buildings and improvements now situate or hereafter constructed in and upon said real property, in companies and amounts satisfactory to and with loss payable to the Mortgagee; and to deliver the policies for such required insurance to the Mortgagee.
4. In case of breach of covenants numbered 2 or 3 above, the Mortgagee may pay taxes, levies or assessments, contract for insurance and pay the premiums, and cause to be made all necessary repairs to the buildings and other improvements, and pay for the same. Any amount or amounts so paid out shall become a part of the debt secured hereby, shall become immediately due and payable and shall bear interest at the highest legal rate from the date paid.

Lien Released By Sale Under Foreclosure 20th day of June A.D., 1962. See Judgment Roll No. 14233

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Ollie Sainsworth
June 5, 1962
31762

attest:
Evelyn Soddard
Deputy R. M. C.