Mann, Foster & Richardson, Attorneys atthaw, Greenville S.

800x 1299 PAGE 521

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

DONNIE S. TANKERSLEY MORTGAGE OF REAL ESTATE R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

FIRST ASSEMBLY OF GOD, a Corporation

John B. Miller and Marion A. Miller, as fivereinafter referred to as Mortgagor) is well and truly indebted unto Trustees

(hereinafter referred to as Mortgagos) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

TWENTY FOUR THOUSAND FIVE HUNDRED and no/100

Dollars (\$ 24,500.00) due and payable

Nine Thousand and no/100 (\$9,000.00) Dollars on principal on March 1,1974, and the balance of Fifteen Thousand Five Hundred and no/100 shall be due and payable on December 31, 1975. The \$9,000.00 portion shall bear no interest if paid by March 1, 1974. Privilege is granted to prepay any part or all without penalty at any time.

with interest thereon from date at the rate of 7%

annually per centum per annum, to be paid:

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

All those pieces, parcels or lots of land, situate, lying and being in the County of Greenville, State of South Carolina, on the western side of Buncombe Road, and being Lot No. 6 and a portion of Lot No. 7 on plat of Verner Lands, and having the following metes and bounds, to-wit:

Beginning at an iron pin on the western side of Buncombe Road on the corner of property deeded by Ben F. and Myrtle S. Farr to First Assembly of God (Lot No. 5), and running thence along Buncombe Road, N. 16 E. 91 feet to an iron pin at corner of property now or formerly belonging to Winchester; thence along the Winchester line, N. 77 W. 131 feet; thence continuing along the Winchester line, N. 15 E. 43 feet to a point on the southern side of Morris Street (formerly Park Street); thence along the southern side of Morris Street N. 77 W. 76 feet to the joint corner of Lots 7 and 125; thence along the eastern side of Lot 125, S. 15 W. 132 feet to the joint rear corner of Lots 5 and 6; thence along the joint line of Lots 5 and 6, S. 76 E. 203 feet to the point of beginning.

ALSO:

All those pieces, parcels or lots of land, situate, lying and being in the County of Greenville, State of South Carolina, on the southern side of Morris Street (formerly Park Street), and being known and designated as Lots 125 and 126 on plat of "Property of Greenville Trust Co." recorded in the RMC Office for Greenville County in Plat Book "A", at Page 177. Lot 125 fronts 50 feet on the southern side of Morris Street and adjoins the western rear lines of Lots 6 and 7, and runs back in parallel lines to a depth of 150 feet and is 50 feet across the rear. Lot 126 fronts 50 feet on the southern side of Morris Street and adjoins the western side line of Lot 125, and runs back in parallel lines to a depth of 150 feet and is 50 feet across the rear. THIS IS A PURCHASE MONEY MORTGAGE.

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

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

The Mortgagor covenants that it is lewfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor further covenants and agrees as follows:

- (1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgager by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.
- (2) That it 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 any other hazards specified by Mortgagee, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagee, and thave attached thereto loss payable clauses in form acceptable to the Mortgagee, and that it will pay all premiums therefor when due; and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does hereby authorize each insurance company concerned to make narrows for a loss directly to the Mortgagee, to the extent of the balance owing on hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the Mortgage debt, whether due or not.