

FILED
GREENVILLE CO. S. C.
1974 FEB 18

50-1202-50

MORTGAGE

THIS MORTGAGE is made this 18th day of February, 1974, between the Mortgagor, Larry T. Nix and Katherine L. Nix

(herein "Borrower"), and the Mortgagee, C. Douglas Wilson & Co., a corporation organized and existing under the laws of the State of South Carolina, whose address is Greenville, S. C. (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-one Thousand Three Hundred Fifty and No/100 Dollars, which indebtedness is evidenced by Borrower's note of even date herewith (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 1, 2004

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

All that certain piece, parcel or lot of land with the buildings and improvements thereon, lying and being on the southerly side of Indian Circle, being known and designated as a portion of Lot 6 on plat of Seven Oaks, as recorded in the RMC Office for Greenville County, S. C., in Plat Book 4R, page 6 and having, according to a more recent survey entitled "Revised Plat, Lots 6 and 7, Seven Oaks" as recorded in the RMC Office for Greenville County, S. C., in Plat Book 4U, page 110, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southerly side of Indian Circle, said pin being the joint front corner of Lots 5 and 6 and running thence with the southerly side of Indian Circle N 48-57 E 68.9 feet to an iron pin, joint front corner of Lots 6 and 7; thence with the common line of said lots S 57-03 E 176 feet to an iron pin; thence S 14-55 E 52 feet to an iron pin; thence S 74-52 W 152.8 feet to an iron pin, joint rear corner of Lots 5 and 6; thence with the common line of said lots N 25-03 W 155 feet to an iron pin, the point of beginning.



To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate in the event this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

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