

GREENVILLE CO. S.C.
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WILLIAM S. THOMASLEY
NOTARY PUBLIC

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, WILLIAM ANTHONY ROGERS

(hereinafter referred to as Mortgagor) is well and truly indebted unto W. T. FREEMAN

(hereinafter referred to as Mortgagee) 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
FOUR THOUSAND AND NO/100 Dollars (\$ 4,000.00) due and payable

as per the terms of said note

with interest thereon from date at the rate of eight per centum per annum, to be paid: per terms of said note.

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 Mortgagee 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 that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of

ALL that certain piece, parcel or lot of land situate, lying and being in Gantt Township, Greenville County, S. C., being shown as a portion of Lots Nos. 16, 17 and 18 on a plat of OAKVALE TERRACE recorded in the RMC Office for Greenville County, S. C., in Plat Book M, at Page 151, and having, according to a more recent survey of Property of W. A. Rogers, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northerly side of Davis Road, which iron pin is 150 feet from the northeast corner of the intersection of Davis Road with S. C. Hwy. 20, and running thence N. 20-00 E. 226.2 feet to an iron pin; thence S. 72-45 E. 50 feet to an iron pin; thence S. 18-30 W. 210 feet to an iron pin; thence N. 88-30 W. 58 feet to an iron pin, the point of beginning.



Together with all and singular rights, members, hereditaments, 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 lawfully 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 Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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- (1) That this mortgage shall secure the Mortgagee for the payment of taxes, insurance premiums, public assessments, repairs, or for any other purposes; and this mortgage shall also secure the Mortgagee for any further advances made to or for his account by the Mortgagee so long as the total indebtedness hereof shall bear interest at the same rate as the principal unless otherwise provided in writing.
- (2) That it will keep the improvements now existing on the mortgaged premises against loss by fire and other casualties, and in such amounts as may be required by the renewals thereof shall be held by the Mortgagee, and have the Mortgagee, and that it will pay all premiums therefor any policy insuring the mortgaged premises and does here directly to the Mortgagee, to the extent of the balance owing.
- (3) That it will keep all improvements now existing on the mortgaged premises until completion without entering upon said premises, make whatever repairs are necessary and charge the expenses for such repairs or the completion of the same.
- (4) That it will pay, when due, all taxes, public assessments, and other charges against the mortgaged premises. That it will comply with all laws and ordinances.
- (5) That it hereby assigns all rents, issues and profits that, should legal proceedings be instituted pursuant to this mortgage, should be due to the mortgaged premises, with the rents, issues and profits, including a reasonable rental to the Mortgagee and after deducting all charges and expenses attendant upon the collection of the same, to the Mortgagee, and the residue of the rents, issues and profits toward the payment of the debt secured hereby.
- (6) That if there is a default in any of the terms, conditions or covenants of this mortgage, all sums then owing by the Mortgagor to the Mortgagee may be foreclosed. Should any legal proceedings be instituted by the Mortgagee to foreclose this mortgage, the Mortgagor shall become a party of any suit involving this mortgage, and any part thereof be placed in the hands of any attorney or other agent of the Mortgagee, and a reasonable attorney's fee, shall therefor be paid to the Mortgagee, as a part of the debt secured hereby, and may be enforced by the Mortgagee.
- (7) That the Mortgagor shall hold and enjoy the premises secured hereby. It is the true meaning of this instrument that the Mortgagor shall hold and enjoy the premises, the rents of the mortgage, and of the note secured hereby, that force and virtue.
- (8) That the covenants herein contained shall bind, and shall be enforceable against, the Mortgagor, its heirs, administrators, successors and assigns, of the parties hereto, and the use of any gender shall be applicable to all genders.

WITNESS the Mortgagor's hand and seal this 2nd day of December, 1974, at Greenville, South Carolina, SIGNED, sealed and delivered in the presence of:

William Anthony Rogers
W. T. Freeman

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Personally appeared the Mortgagor, who signed, sealed and as its act and deed delivered the within and witnessed the execution thereof.

SWORN to before me this 2 day of December, 1974.

William S. Thomasley (SEAL)
Notary Public for South Carolina.

My commission expires: 11/4/8

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

I, the undersigned Notary Public, have personally examined the above named mortgagor(s) respectively examined by me, did declare that she does freely, voluntarily, renounce, release and forever relinquish unto the mortgagee, her heirs, administrators, successors and assigns, all her right and claim of dower of, in and to the above described premises, together with all and singular the rights, members, hereditaments, 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.

GIVEN under my hand and seal this

2 day of December, 1974.
William S. Thomasley (SEAL)
Notary Public for South Carolina.

My commission expires: 11/4/8

Mo: gage of Real Estate

I hereby certify that the within Mortgage has been this 18th day of December, 1974.

at 11:11 A.M. recorded in Book 1330

Mortgages, page 15 At No. 11908

Register of Marine Conveyances Greenville Coun

\$ 4,000.00

Pt Lots 16, 17 & 18 Davis Rd.

OAKVALE Terrace Gantt Tp.