

3 20 1975

WITNESSES: W. L. Barnes

hereinafter referred to as Mortgagee, of C N Mortgages, Inc.

hereinafter referred to as Mortgagor, of Five Thousand One Hundred Sixty and no/100-----

5160.00 due and payable

In Sixty monthly installments of Eighty-six and no/100 (\$86.00) Dollars beginning July 24, 1975 with final payment due June 24, 1980

WHEREAS, the Mortgagee has advanced to the Mortgagor the sum of Five Thousand One Hundred Sixty and no/100 Dollars for the Mortgagee's account for the purchase of the premises hereinafter described;

NOW, KNOW ALL MEN, that the Mortgagee has advanced to the Mortgagor the sum of Five Thousand One Hundred Sixty and no/100 Dollars for the payment thereof, and of any other and further sums for which the Mortgagee is liable to the Mortgagor, and also in consideration of the further sum of Five Thousand One Hundred Sixty and no/100 Dollars advanced and truly paid to the Mortgagor at and before the signing and delivery of these presents by the Mortgagee to the Mortgagor, the Mortgagee has granted, conveyed, sold and released, and by these presents does grant, convey, sell and release, to the Mortgagor, his heirs and assigns:

ALL that certain piece, parcel or lot of land, with all improvements thereon as hereinafter described, situate, lying and being in the State of South Carolina, County of Greenville, on the Northwestern side of Briarcliff Drive (formerly Central Avenue) being shown and designated as Lots 8 and 9 on a plat of Dixie Heights Subdivision recorded in the R. M.C. Office for Greenville County in Plat Book H, at Page 46, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the Northwestern side of Briarcliff Drive (formerly Central Avenue) at the joint front corner of Lots 9 and 10; running thence with the joint line of said lots N 46-48 W 150 feet to an iron pin; thence S 43-12 W 100 feet to an iron pin; thence S 46-48 E 150 feet to an iron pin on the Northwestern side of Briarcliff Drive (formerly Central Avenue) and running thence with the Northwestern side of said drive N 43-12 E 100 feet to an iron pin, the point of beginning.

This mortgage is junior in lien to that certain real estate mortgage dated July 2, 1974, and recorded in the R. M. C. Office for Greenville County in Volume 1315 of Real Estate Mortgages at Page 507.



Together with all and singular rights, franchises, easements, and appurtenances to the same in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be received from the same, including all heating, plumbing, and lighting fixtures now or hereafter installed in the premises, together with all other fixtures and equipment on the premises, and the parties hereto that all fixtures and equipment other than the usual household furniture, are to remain on the premises.

TO HAVE AND TO HOLD, sell and assign the same premises to the Mortgagee, his heirs, executors and assigns, forever.

The Mortgagee covenants that it lawfully owns of the premises hereinafter described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or otherwise dispose of the same, and that there are no liens and encumbrances except as provided herein. The Mortgagee further covenants to warrant and defend the title to the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagee 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 Mortgagor 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 have attached thereto loss payable clauses in favor of, and 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 insured 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.

(3) That it will keep all improvements now existing or hereafter erected on the mortgaged property insured in the case of a construction loan, that it will continue construction until completion with that exception, the Mortgagee may, at its option, enter upon said premises, make whatever repairs are necessary to complete the same, and in the event of a default hereunder, shall charge the expenses for such repairs or the completion of such improvements to the Mortgagor.

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