

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLEDUKE S. NIVENS  
CLARE M. NIVENS

WHEREAS, We, Duke C. Nivens and Clare McAbee Nivens

hereinafter referred to as Mortgages, do hereby execute this instrument with CN Mortgages, Inc.

hereinafter referred to as Mortgages, do hereby execute this instrument with CN Mortgages, Inc. for the sum of Seven Thousand Three Hundred Twenty and no/100-----  
 ----- \$ 7320.00 due and payable

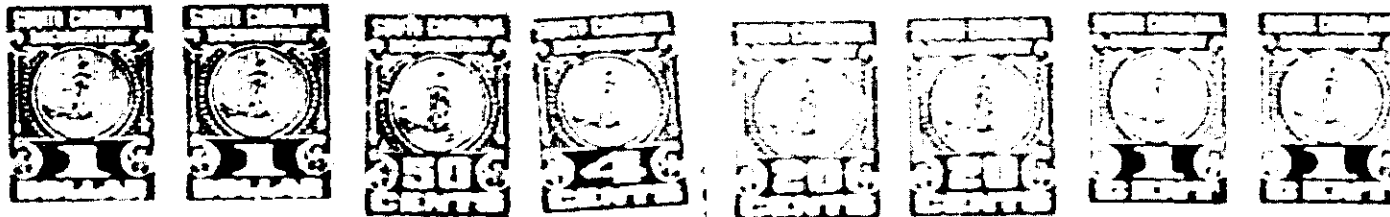
In Sixty monthly installements of One Hundred Twenty-two and no/100 (\$122.00) Dollars beginning August 2, 1975, with final payment due July 2, 1980.

WHEREAS, the Mortgagee has advanced to the Mortgages the sum of Seven Thousand Three Hundred Twenty and no/100 (\$7320.00) as may be advanced to or for the Mortgagee's account for taxes, insurance, repairs, and other purposes.

NOW, KNOW ALL MEN, that the Mortgagee, CN Mortgages, Inc., in consideration of the payment thereof, and of any other and further moneys advanced to the Mortgagee by the Mortgages, do hereby execute this instrument for the purpose of conveying to the Mortgagee, and as a condition of the Mortgagee's obligation to advance to the Mortgagee, the sum of Seven Thousand Three Hundred Twenty and no/100 (\$7320.00) as granted, bargained, sold and released, and by these presents does grant, bargain, sell and release to the Mortgagee, its heirs and assigns

All that certain parcel of land and with all improvements thereon as hereafter described therein situate, lying and being in the State of South Carolina, County of Greenville, lying and being on the northeasterly side of Lisa Drive, near the City of Greenville, S. C., and being designated as Lot No. 48 on plat of Wade Hampton Terrace as recorded in the RMC Office in Plat Book KK, page 15 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a stake on the northeasterly side of Lisa Drive 75 feet north-west west from the concrete monument at the corner of Lot No. 49 and running thence along the northeasterly side of said Drive N 54-44 W. 100 feet to a stake at the corner of Lot No. 47; thence along the line of Lot No. 47 N 35-16 E. 152.1 feet to a stake; thence S. 56-22 E. 100.04 feet to a stake at the corner of Lot No. 29; thence along the line of Lot No. 29 S. 35-16 W. 155 feet to the point of beginning.



Together with all and singular rights, franchises, hereditaments, and appurtenances to the same in any way incident or appertaining, and all the rents, issues, and profits which may now or hereafter accrue, and all the fixtures, plumbing, and lighting fixtures now or hereafter attached to or on the premises, and all other things being the property of the parties hereto that all fixtures and equipment, other than the usual household furniture, are to remain on the real estate.

TO HAVE AND TO HOLD, sell and assign the said premises, with the Mortgagee, its heirs, assigns and assigns, forever.

The Mortgagee covenants that it lawfully holds the premises, and that it has good right and is lawfully authorized to sell, convey, or otherwise dispose of the premises, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagee further covenants to warrant and forever defend all and sing on the said premises unto the Mortgagee forever, from and against the Mortgagee and all persons claiming lawfully, having 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 Mortgagee 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 of its agents or parties authorized 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, repaired and repaired, and, in the case of a construction loan, that it will continue construction until completion without interruption, and shall, at the option of the Mortgagee, pay, at its option, or enter upon said premises, make whatever repairs and necessary improvements to the same, or cause them to be made, and charge the expenses for such repairs or the completion of such construction to the Mortgage debt.