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MORTGAGE OF REAL ESTATE --- SOUTH CAROLINA

This Mortgage made this 15 day of November, 1977, between Norman E Sherbert and Mary Lou Sherbert (his wife as joint tenants) called the Mortgagor, and Credithrift of America, hereinafter called the Mortgagee.

WITNESSETH

WHEREAS, the Mortgagor in and by his certain promissory note in writing of even date herewith is well and truly indebted to the Mortgagee in the full and just sum of Eight thousand five hundred twenty 00/100 Dollars (\$ 8520.00), with interest from the date of maturity of said note at the rate set forth therein, due and payable in consecutive installments of \$142.00 each, and a final installment of the unpaid balance, the first of said installments being due and payable on the 15 day of December, 1977, and the other installments being due and payable on

- [X] the same day of each month
[] of each week
[] of every other week
[] the and day of each month

If not contrary to law, this mortgage shall also secure the payment of renewals and renewal notes hereof together with all extensions thereof, and this mortgage shall in addition secure any future advances by the mortgagor to the mortgagee as evidenced from time to time by a promissory note or notes.

NOW THEREFORE, the Mortgagor, in consideration of the said debt and sum of money aforesaid, and for better securing the payment thereof, according to the terms of the said note, and also in consideration of the further sum of \$3.00 so him in hand by the Mortgagee at and before the sealing and delivery of these presents, hereby bargains, sells, grants and releases unto the Mortgagee, its successors and assigns, the following described real estate situated in Greenville County, South Carolina:

All that certain piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, being known as lot 40, Rockview Heightd subdivision, shown on plat entitled " Property of WE Freeman" recorded in the RMC office for Greenville County, South Carolina in plat Book ZZZ at page 167, and having according to said plat the following metes and bounds, to wit:

Beginning at an iron pin on the eastern side of Phillips avenue, and running thence along the joint lines of lots Nos. 39 and 40S. 88-02E. 186.0 feet, more or less, to a point in the center of a branch; thence along the branch S. 2-02E. 100.3 feet to a point; thence along the northern side of Rockview Drive N.88-02 W. 168.0 feet, more or less, to an iron pin; thence running along the curve of rockview Drive and Phillips Avenue N. 43-02 W. 35.4 feet to an iron pin on Phillips Avenue; thence along the eastern side of PHILLIPS Avenue N. 1-58 E. 75 feet to an iron pin, the point of beginning.

This is the identical property conveyed to the grantor herein by deed of Frank P Mc Gowan, Jr., Master for Greenville County, dated August 3 1970 and recorded in the R.M.C. office for Greenville County, South Carolina, in Deed Book 895 at page 495.

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Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining, or that hereafter may be created or placed thereon.

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

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he has good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever. The Mortgagor further covenants to warrant and forever defend all and singular the premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor covenants and agrees as follows:

- 1. To pay all sums secured hereby when due.
2. To pay all taxes, levies and assessments which are or become liens upon the said real estate when due, and to exhibit promptly to the Mortgagee the official receipts therefor.
3. To provide and maintain fire insurance with extended coverage endorsement, and other insurance as Mortgagee may require, upon the building and improvements now situate or hereafter constructed in and upon said real property, in companies and amounts satisfactory to and with loss payable to the Mortgagee; and to deliver the policies for such required insurance to the Mortgagee.
4. In case of breach of covenants numbered 2 or 3 above, the Mortgagee may pay taxes, levies or assessments, contract for insurance and pay the premiums, and cause to be made all necessary repairs to the buildings and other improvements, and pay for the same. Any amount or amounts so paid out shall become a part of the debt secured hereby, shall become immediately due and payable and shall bear interest at the highest legal rate from the date paid.

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