

This Mortgage made this 5 day of December, 1977, between

Bobby Ray & Nellie Faye B. Cohen

called the Mortgagor, and CREDITRIPT of America, Inc. 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 **Thirteen thousand two hundred seventy-two dollars (\$13,272.00)**, with interest from the date of maturity of said note at the rate set forth therein, due and payable in consecutive installments of \$ 158.00 each, and a final installment of the unpaid balance, the first of said installments being due and payable on the 9 day of January, 1978, and the other installments being due and payable on

the same day of each month

of each week

of every other week

the and day of each month

until the whole of said indebtedness is paid.

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 \$300 to 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 piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, in Greenville Township, being known and designated as Lot No 146 of Oak Crest Subdivision, Section 2, as shown on plat thereof prepared by C. C. Jones and Associates, Engineers, January 1955 recorded in the RMC Office for Greenville County in Plat Book 96 at pages 130 and 131, and having according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin on the northeastern side of Brownwood Drive, joint front corner of Lots Nos. 145 and 146, and running thence with the joint line of said lots N. 29-12 E. 150 feet to an iron pin; thence S. 60-48 E. 70 feet to an iron pin on the western side of Texas Avenue, thence with said Avenue S. 29-12 W. 125 feet to an iron pin; thence continuing with Texas Avenue as it intersects with Brownwood Drive, following the curvature thereof, the cord of which runs in a southwesterly direction 35.40 feet to an iron pin on the northeastern side of Brownwood Drive, thence with said Drive N. 60-48 W. 55 feet to the beginning corner.

This property is conveyed subject to recorded restrictions, easements and rights of way.

This property was purchased from Teraplan, Inc. 10-30-69 filed 11-7-67 in Greenville County RMC Office Book 879 page 74

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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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