

GREENVILLE, CO. S. C.
MAY 23 12 PM '78
DANNIE S. TANKERSLEY
R.M.C.
HORTON, DRAWDY, MARCHBANKS, ASHMORE, CHAPMAN & BROWN, P.A. 307 PETTIGRU ST., GREENVILLE, S.C. 29603

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE BOOK 1432 PAGE 927

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Mortgagees' Address:
Route 2, Greenville, South Carolina 29607

WHEREAS, David B. Ward

(hereinafter referred to as Mortgagor) is well and truly indebted unto Ethel S. Jones, Walton Green and Maurice J. Green

(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 Seven Thousand and No/100

Dollars (\$ 7,000.00) due and payable

in equal monthly payments of \$109.10 each for a period of seven (7) years, beginning on the 19th day of June, 1978 and on the 19th day of each month thereafter until paid in full.

with interest thereon from date at the rate of eight per centum per annum, to be paid: monthly

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 foresaid 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 piece, parcel or tract of land situate, lying and being in Batesville Community, Greenville County, South Carolina containing 8.9 acres (inclusive of the right of way for South Carolina Highway 14) located on the southern side of South Carolina Highway 14, being shown on plat entitled "Survey for David B. Ward" prepared by Carolina Surveying Co., dated November 18, 1977, reference to which plat is hereby craved for the metes and bounds thereof

This is the identical property conveyed to the Mortgagor herein by deed of Ethel S. Jones, et al, dated November 23, 1977, recorded November 23, 1977 in the R.M.C. Office for Greenville County, South Carolina in Deed Book 1068 at Page 910.

ALSO: ALL that piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, Butler Township, near Batesville, being known and designated as the Stagg Place, and containing 2 acres, more or less, as shown on a plat of the land of Mary S. Smith according to a survey prepared by G. A. Ellis and recorded in the R.M.C. Office for Greenville County in Plat Book H at Page 234 and having, according to a survey made by Dan A. Hulick, Registered Engineer and Surveyor, February, 1938, the following metes and bounds, to-wit:

BEGINNING at an old iron pin, formerly stone, said iron pin being located 20.4 feet east from the middle of the public road leading from Batesville to Mauldin, and running thence S. 55-23 W., 368.3 feet to an iron pin, formerly stone corner; thence S. 35-58 E., 289.1 feet to an old iron pin, formerly stone corner; thence N. 47-24 E., 281.2 feet (and passing through the center of a spring or springs) to an iron pin, formerly stone corner, in line with property now or formerly owned by Harris and on the west side of the spring run branch; thence along the Harris line, N. 16-15 W., 263.4 feet to an iron pin, the point of beginning.

This is the same property conveyed to the Mortgagor herein by deed of James Preston Dempsey recorded in the R.M.C. Office for Greenville County in Deed Book 1078 at Page 811 on the 8th day of May, 1978.

This is a second mortgage as to both parcels of land.

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.

The Mortgagor 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 concerned 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.