

STATE OF SOUTH CAROLINA
COUNTY OF Spartanburg

JUL 13 1978
DOWNE S. TINKERSLEY
R.M.C.
2 55 PM '78

b/a GECC Financial Services
MORTGAGE OF REAL ESTATE

BOOK 1438 PAGE 39

Whereas, Patrick L. Whitworth and Carolyn H. Whitworth
(Name or names as they appear on the deed instrument)

of the County of Greenville, in the State aforesaid, hereinafter called the Mortgagor, is indebted to Homemakers Loan & Consumer Discount Company, a corporation doing business under the laws of the State of South Carolina, hereinafter called Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference in the principal sum of NINE THOUSAND FORTY-NINE ¹⁰⁰/₁₀₀ Dollars (\$ 9049.49), GECC Financial Services P.O. Box 5353 Spartanburg, S.C. 29304

Whereas, the Mortgagee, at its option, may hereafter make additional advances to the Mortgagor, or his successor in title, at any time before the cancellation of this mortgage, which additional advance (s) shall be evidenced by the Note (s) or Additional Advance Agreement (s) of the Mortgagor, shall bear such maturity date and other provisions as may be mutually agreeable, which additional advances, plus interest thereon, attorneys' fees and Court costs shall stand secured by this mortgage, the same as the original indebtedness, provided, however, that the total amount of existing indebtedness and future advances outstanding at any one time may not exceed the maximum principal amount of Twenty thousand and ^{NO}/₁₀₀ Dollars (\$20,000.00), plus interest thereon, attorneys' fees and Court costs.

Now, Know All Men, the Mortgagor in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of One Dollar (\$1.00) 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, assigned, and released, and by these presents does grant, bargain, sell, assign, and release unto the Mortgagee, its successors and assigns the following-described property: All that piece, parcel or lot of land situate, lying and being on the western side of Scout Road, in Paris Mountain Township, County of Greenville, State of South Carolina, being known and designated as Lot No. 30 as shown on a plat of Property of Greenville Motor Boat Club, prepared by Dalton and Neves, Engineers, dated August, 1949, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book Y at page 21 and having, according to said plat, the following metes and bounds: Beginning at an iron pin on the Western side of Scout Road at the joint corner of Lot No. 29 and 30 and running thence with the line of Lot No. 29, N. 68-28 W 135

The following described household appliances are, and shall be deemed to be, fixtures and a part of the realty and are, along with any furniture or household goods, which may be hereinafter described, a portion of the security for the indebtedness hereinabove mentioned; said household appliances and other chattels are described as follows: feet to a point at the highwater mark of Saluda River; thence in a Southwesterly direction with the highwater mark of Saluda River 75 feet, more or less, to a point at the rear corner of Lot No. 31; thence with the line of Lot No. 31 S. 70-30 E 125 feet to an iron pin on the Western side of Scout Road; thence with the Western side of Scout Road N. 21-32 E. 70 feet to the point of beginning. This is the identical property conveyed to the Grantor herein by deed of Arthur L. Ritz, dated November 15, 1961, and recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 691 at page 164.

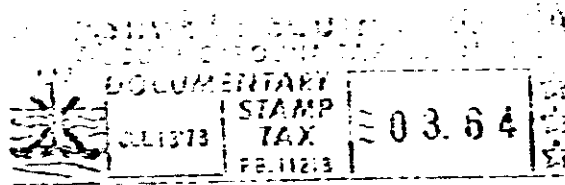
Together with all and singular the improvements thereon and the rights, members, hereditaments and appurtenances to the same belonging or in any wise appertaining; all the rents, issues, and profits thereof (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and including all heating, plumbing, and lighting fixtures and equipment now or hereafter attached to or used in connection with the real estate herein described.

To Have and To Hold, all and singular the said property unto the Mortgagee, its successors and assigns forever.

The Mortgagor covenants that he is lawfully seized of the premises herein above described in fee simply absolute (or such other estate; if any, as is stated hereinbefore), 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 except: (If none, so state)

Carolina Fed. S & L

SC TO



The Mortgagor further covenants to warrant and forever defend all and singular the premises as herein conveyed, 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. That he will promptly pay the principal of and interest on the indebtedness evidenced by the said note and any subsequent note or agreement evidencing additional advances, at the time and in the manner therein provided.
2. That the lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.
3. That he will pay as they become due all mortgage loan insurance premiums, taxes, assessments, water rates, and other governmental or municipal charges, fines or imposition, assessed against the property hereby mortgaged. If the mortgagor fails to make any payments provided for in this section or any other payments for taxes, assessments, or the like, the Mortgagee may pay the same, and all sums so paid shall bear interest at the same rate as the principal debt secured hereby (from the date of such advance) and shall be secured by this mortgage.
4. That he will keep the premises in as good order and condition as they are now, reasonable wear and tear excepted, and will not commit or permit any waste thereof.
5. That he will procure and continuously maintain fire and such other hazard insurance as the Mortgagee may require on the improvements now or hereafter on said premises, and will pay promptly when due any premiums therefor. If he fails to do so, the Mortgagee may cause the same to be done and reimburse itself for such premiums and expenses, and the same shall be secured by this mortgage. All insurance shall be carried in companies approved by the Mortgagee and the 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. In event of loss, Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by the Mortgagor, and each insurance company con-

0030

4328 RV-2