

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

MORTGAGE OF REAL ESTATE

In consideration of advances made and which may be made by Sunamerica Financial Corporation Lender, to **Warren C. Laws** Borrower (whether one or more) aggregating **Nineteen thousand eight hundred Dollars (\$19,800.00)** evidenced by note(s) dated **January 18, 1979** hereby expressly made a part hereof) and to secure, in accordance with Section 4555, Code of Laws of South Carolina (1967), (1) all existing indebtedness of Borrower to Lender (including, but not limited to, the above described advances), evidenced by promissory notes and all renewals and extensions thereof (2) all future advances that may subsequently be made to Borrower by Lender, to be evidenced by promissory notes, and all renewals and extensions thereof, and (3) all other indebtedness of Borrower to Lender now due or to become due or hereafter contracted, the maximum principal amount of all existing indebtedness, future advances, and all other indebtedness outstanding at any time not to exceed **Fifty thousand Dollars (\$50,000.00)**, plus interest thereon, attorneys fees and court costs, with interest as provided in said note(s), and costs including a reasonable attorneys fee of not less than ten per centum of the total amount due thereon and charges as provided in said note(s) and herein, the undersigned Borrower does hereby mortgage, grant and convey to Lender, and by these presents does hereby grant, bargain, sell convey and mortgage, in fee simple, unto Lender, its successors and assigns the following described property:

ALL that certain piece, parcel or tract of land, situate, lying and being in the County of Greenville, State of S.C., and according to a plat prepared of said property by Campbell & Clarkson Surveyors, Inc., March 15, 1973, and recorded in the R.M.C. Office for Greenville County, S.C. in Plat Book 4Y, at Page 99, having the following courses and distances, to-wit:

BEGINNING at a point on the edge of White Horse Road, and running thence with said road N 56-33 E. 259.7 feet to a point; thence continuing with said road, N 54-13 E. 86.9 feet to a point; thence running with the intersection with the White Horse Road and McCauley Road, S. 88-38 E. 35.2 feet to a point; thence running with McCauley Road S. 42-03 E. 421.3 feet to a point; thence continuing with said road S. 41-29 E. 230 feet to a point; thence, S. 56-40 W. 607.15 feet to a point; thence running with the creek as a line; the traverse being; N. 23-42 W. 110 feet, N. 0-20 W. 165 feet, N. 28-49 W. 150 feet, N 36-16 W 125 feet; N 24-30 W 140.4 feet to a point on the edge of White Horse Road the point of beginning.

The within Deed is executed pursuant to and under the provision of that certain Deed of Trust and Trust Agreement, both dated March 17, 1972 and recorded in the R.M.C. Office for Greenville County, S. C., in Deed Book 939 at Pages 310 and 313.

The above referenced property is conveyed subject to all easements, protective covenants, restrictions and zoning regulations recorded or unrecorded.

LEGAL DESCRIPTION CONTINUED ON PAGE 2
Together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements or additions thereto, shall be deemed to be and remain a part of the property covered by this mortgage, and all of the foregoing, together with said property, or the leasehold estate if this mortgage is on a leasehold, are referred to as the "property."

TO HAVE AND TO HOLD: all and singular, the said property, unto Lender and Lender's successors and assigns, forever.

Borrower covenants that he is lawfully seized of the premises herein above described in fee simple absolute for such other estate, if any, as is stated hereinafore, that he has good, right, and lawful authority to sell, convey, mortgage or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever except, if none so stated.

Charles E. Robinson Jr

Borrower further warrants and does hereby bind himself, his heirs, executors, administrators and assigns to warrant and forever defend all and singular the premises as herein conveyed unto the Lender forever, from and against the Borrower and all persons who may ever lawfully claiming the same or any part thereof.

Borrower further covenants and agrees as follows:

1. That he will promptly pay the principal of and interest on the indebtedness evidenced by the said note(s) at the time and in the manner therein provided. The Lender may collect a late charge, not to exceed an amount equal to **lessor of \$5.00 or five** percentum of any installment which is not paid within **ten** days from the due date thereof to cover the extra expense involved in handling delinquent payments.

2. That this mortgage shall secure the Lender for such further sums as may be advanced hereafter, at the option of the Lender, for the payment of taxes, insurance premiums, public assessments, repairs or other out-of-pocket expenses incident to the covenants herein, and also any further loans, advances, readvances or credits that may be made hereafter to the Borrower by the Lender, and that all sums so advanced shall bear interest at the same rate as the mortgage and shall be payable on demand of the Lender, unless otherwise provided in writing.

3. That he will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Lender against loss by fire and other hazards, in such amounts as may be required by the Lender, and in companies acceptable to it, and that he does hereby assign to the Lender all such policies, and that all such policies and renewals thereof, at the option of the Lender, shall be held by it and have attached thereto loss payable clauses in favor of, and in form acceptable to, the Lender.

4. That he will keep all improvements now existing or hereafter erected upon the mortgaged property in good repair and repair and maintain the same to the satisfaction of the Lender, and, at its option, enter upon said premises, make whatever repairs are necessary, and pay the expense of such repairs, and the mortgage debt.

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