STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

WHEREAS, Sandra C. Lyda

(hereinafter referred to as Mortgagor) (SEND(S) GREETING) CN MORTGAGE, INC., P. O. Box 10242, Federal Station, Greenville, S. C. 29603

(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

Fifteen Thousand Six Hundred Fifty and no/100---------- DOLLARS 15,650.00

In Sixty (60) consecutive monthly installments of Three Hundred Sixty-four and 12/100 ($364.12) dollars, beginning on February 17, 1979, and on the same day of each month thereafter until paid in full,

with interest thereon from January 17, 1979 at the rate of 14.00 per centum per annum to be paid as follows:

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 other purposes pursuant to the covenants herein contained, this mortgage also secures said further sums; and

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of said 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 sum of Three Dollars ($3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing 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, the following described property:

All that certain piece, parcel or lot of land situate, lying and being on the west side of Brunswick Avenue in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 13 on a plat of the property of Harry H. Palm recorded in the RMC Office for Greenville County in Plat Book B, at Page 84, reference to said plat being hereby craved for a more particular description.

ALSO, all that certain piece, parcel or lot of land, situate in Greenville Township, Greenville County, State of South Carolina, on the western side of Poplar Drive (also known as Brunswick Avenue), being known and designated as the rear portion of Lot No. 14, as shown on a Plat of Property of Harry H. Palm, made by W. J. Riddle, Surveyor, in May, 1945, and recorded in the RMC Office for Greenville County in Plat Book B at Page 84, reference to said plat being hereby craved for a more particular description.

ALSO, all that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as part of Lot 14 on plat of Property of Harry H. Palm made by W. J. Riddle, Surveyor, in May, 1946 and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book B, at Page 84, reference to said plat being hereby craved for a more particular description.

Lot 13 is the same property conveyed to the mortgagor herein by deed of Gene F. Lyda recorded December 30, 1968 in Deed Book 858, at Page 462. Rear portion of Lot 14 is the same property conveyed to the mortgagor herein by deed of William Duncan recorded November 14, 1972 in Deed Book 960 at Page 352. The second portion of Lot 14 is the same property conveyed to the mortgagor herein by deed recorded November 14, 1972 in Deed Book 960 at Page 352.

Together with all and singular rights, members, hereditaments and appurtenances to said premises belonging or in anywise incident or appertaining, and all heating, plumbing and lighting fixtures now or hereafter attached to said premises, it being the intention of the parties hereto that all fixtures and equipment now or hereafter attached to said premises shall be deemed fixtures and a part of the realty and shall be covered by this mortgage.

TO HAVE AND TO HOLD UNTO THE MORTGAGEE, its successors and assigns, forever.

The Mortgagor hereby covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and lawful authority to convey said premises, that all taxes and assessments on said premises have been paid, and that it will forever warrant and defend the said premises unto the Mortgagee, its successors and assigns, against the lawful claims of all persons whomsoever.

The Mortgagor covenants that it will keep the improvements now or hereafter existing on said premises continuously insured against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee. The Mortgagor shall deliver to the Mortgagee all policies and renewals thereof in form and with companies acceptable to the Mortgagee.

The Mortgagor covenants that it will pay all taxes, assessments and other charges when due and payable, and will from time to time upon request of the Mortgagee, exhibit to the Mortgagee evidence of the payment of such taxes, assessments and other charges.

1. That the mortgagor shall be in default under this mortgage if default be made in the payment of any sum herein or in the note secured hereby when due, or if default be made in the performance of any other covenant or condition herein or in the note secured hereby contained, and such default shall continue for a period of ten days after written notice thereof shall be given by the mortgagee to the mortgagor.

2. That the mortgagee may at its option declare the entire indebtedness secured hereby immediately due and payable upon default by the mortgagor in any of the covenants or conditions herein or in the note secured hereby contained, and may foreclose this mortgage in the manner provided by law for the foreclosure of mortgages on real estate, or may exercise any other rights or remedies provided by law or by this mortgage.

3. That the mortgagee may at its option, upon default by the mortgagor in any of the covenants or conditions herein or in the note secured hereby contained, enter upon and take possession of said premises, and collect the rents, issues and profits therefrom, and apply the same, less reasonable expenses of operation and collection, to the payment of the indebtedness secured hereby, and the mortgagee shall be entitled to a receiver for said premises, and the mortgagor does hereby consent to the appointment of a receiver for said premises.

4. That the mortgagee may at its option, upon default by the mortgagor in any of the covenants or conditions herein or in the note secured hereby contained, and after the expiration of the time provided for the cure of such default, pay any sum or sums necessary to cure such default, and the mortgagor shall be obligated to reimburse the mortgagee for such sum or sums so paid, with interest thereon at the rate of 8% per annum, and the mortgagee may add the sum so paid, with interest thereon, to the principal indebtedness secured hereby.

5. That the mortgagee may at its option, upon default by the mortgagor in any of the covenants or conditions herein or in the note secured hereby contained, and after the expiration of the time provided for the cure of such default, pay any sum or sums necessary to cure such default, and the mortgagor shall be obligated to reimburse the mortgagee for such sum or sums so paid, with interest thereon at the rate of 8% per annum, and the mortgagee may add the sum so paid, with interest thereon, to the principal indebtedness secured hereby.

6. That the mortgagee may at its option, upon default by the mortgagor in any of the covenants or conditions herein or in the note secured hereby contained, and after the expiration of the time provided for the cure of such default, pay any sum or sums necessary to cure such default, and the mortgagor shall be obligated to reimburse the mortgagee for such sum or sums so paid, with interest thereon at the rate of 8% per annum, and the mortgagee may add the sum so paid, with interest thereon, to the principal indebtedness secured hereby.

7. That the mortgagee may at its option, upon default by the mortgagor in any of the covenants or conditions herein or in the note secured hereby contained, and after the expiration of the time provided for the cure of such default, pay any sum or sums necessary to cure such default, and the mortgagor shall be obligated to reimburse the mortgagee for such sum or sums so paid, with interest thereon at the rate of 8% per annum, and the mortgagee may add the sum so paid, with interest thereon, to the principal indebtedness secured hereby.

8. That the mortgagee may at its option, upon default by the mortgagor in any of the covenants or conditions herein or in the note secured hereby contained, and after the expiration of the time provided for the cure of such default, pay any sum or sums necessary to cure such default, and the mortgagor shall be obligated to reimburse the mortgagee for such sum or sums so paid, with interest thereon at the rate of 8% per annum, and the mortgagee may add the sum so paid, with interest thereon, to the principal indebtedness secured hereby.

9. That the mortgagee may at its option, upon default by the mortgagor in any of the covenants or conditions herein or in the note secured hereby contained, and after the expiration of the time provided for the cure of such default, pay any sum or sums necessary to cure such default, and the mortgagor shall be obligated to reimburse the mortgagee for such sum or sums so paid, with interest thereon at the rate of 8% per annum, and the mortgagee may add the sum so paid, with interest thereon, to the principal indebtedness secured hereby.

10. That the mortgagee may at its option, upon default by the mortgagor in any of the covenants or conditions herein or in the note secured hereby contained, and after the expiration of the time provided for the cure of such default, pay any sum or sums necessary to cure such default, and the mortgagor shall be obligated to reimburse the mortgagee for such sum or sums so paid, with interest thereon at the rate of 8% per annum, and the mortgagee may add the sum so paid, with interest thereon, to the principal indebtedness secured hereby.

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