JAN 23 3 25 PM '79

DONNIE S. TANKERSLEY
R.M.C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN

WHEREAS, Joffre L. & Zona B. Horton

(hereinafter referred to as Mortgagor) is indebted to CNMORTGAGES, INC., P.O. Box 10242
Federal Station, Greenville, South Carolina 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

Six Thousand Four Hundred Eighty-four and 73/100----------
DOLLARS 6484.73 which is payable

In Sixty (60) consecutive monthly installments of One Hundred Fifty and 88/100 ($150.88) dollars, beginning on February 19, 1978, and on the same day of each month thereafter until paid in full,

with interest thereon from January 19, 1979 at the rate of 14.00 per centum per annum, to be paid:

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 purpose, and

NOW, KNOW ALL MEN, that the Mortgagor, in consideration of the said debt and sum of money aforesaid, and for better securing the payment thereof and of any other and further sums advanced or to be advanced by the Mortgagee to the Mortgagor, and also in consideration of the further sum of Three Dollars, 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, forever, the following described property, to-wit:

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, on the southwestern side of Russell Avenue known and designated as Lot No. 27 North Hills Subdivision, plat of which is recorded in Plat Book H at Page 90 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Russell Avenue at the joint front corner of Lots 26 and 27 and running thence with the joint line of said lots S 19-30 W 140 feet to an iron pin; thence N 70-30 W 55 feet to an iron pin; thence N 19-30 E 140 feet to an iron pin on the southwestern side of Russell Avenue; running thence with the said side of Russell Avenue S 70-30 E 55 feet to an iron pin, the point of beginning.

This is the same property conveyed to mortgagors herein by deed of R.D. Forrester and Chalmer N. Green recorded January 18, 1966 in Deed Book 790 at Page 285.

0280

TOGETHER WITH all and singular the rights, members, hereditaments, and appurtenances to the said premises belonging or in anywise incident or appertaining, and all heating, plumbing, lighting, air conditioning, refrigerating, cooking, and ventilating fixtures, and all other fixtures now or hereafter attached to, or used in connection with, said premises, and all of the foregoing shall be deemed to be fixtures and a part of the realty.

TO HAVE AND TO HOLD all and singular the said premises unto the Mortgagee, its successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove conveyed in fee simple absolute, that it has good right and lawful authority to sell, convey or encumber the same, 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 Mortgagee covenants that it will pay the said debt or sum of money aforesaid, when the same shall become payable, and that it will keep and perform the covenants, conditions and agreements of the Mortgage, and if it shall fail to pay the said debt or any other sum of money which may be advanced by the Mortgagee to the Mortgagor under the terms of this Mortgage, or any other sum of money which may be secured by this Mortgage, when due, or shall fail to keep and perform the said covenants, conditions and agreements, then the Mortgagee may, at its option, do such acts as may be necessary to protect the lien of this Mortgage, and all sums so paid by the Mortgagee shall be added to the debt secured by this Mortgage and shall be payable on demand with interest thereon at the rate of 10 per centum per annum, and the Mortgagee may, at its option, declare the entire debt immediately due and payable, and may proceed to foreclose this Mortgage.

It is mutually agreed that the waiver by the Mortgagee of any default of the Mortgagor shall not be deemed a waiver of any other default by the Mortgagor.

It is mutually agreed that time is the essence of this Mortgage.

It is mutually agreed that the Mortgagee may, at its option, make advances to the Mortgagor under the terms of this Mortgage, and all such sums so advanced shall be added to the debt secured by this Mortgage and shall be payable on demand with interest thereon at the rate of 10 per centum per annum, and the Mortgagee may, at its option, declare the entire debt immediately due and payable, and may proceed to foreclose this Mortgage.

It is mutually agreed that the Mortgagee may, at its option, make advances to the Mortgagor under the terms of this Mortgage, and all such sums so advanced shall be added to the debt secured by this Mortgage and shall be payable on demand with interest thereon at the rate of 10 per centum per annum, and the Mortgagee may, at its option, declare the entire debt immediately due and payable, and may proceed to foreclose this Mortgage.

4323 RV.2