

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Mortgage of Real Estate

TO ALL WHOM THESE PRESENTS MAY CONCERN

"THIS IS A PURCHASE MONEY MORTGAGE"

WHEREAS, Charles Alvin Jones

hereinafter referred to as Mortgagor is well and truly indebted unto Dorothy L. Garrett
 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 Twenty-Five Thousand and No/100 (\$25,000.00)-----Dollars,
 due and payable in 240 monthly installments of \$216.96 each, commencing January 1, 1979,
 and continuing on the first day of each and every month thereafter, until paid in full,
 said payments to be applied first to interest, with balance to principal,-----
 with interest thereon from date at the rate of eight and one-half, $\frac{8\frac{1}{2}}{12}$ % to be paid monthly, as amortized.

WHEREAS, the Mortgagee may hereafter become indebted to the said Mortgagor 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;

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid 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 Mortgagor, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagor 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 those certain pieces, parcels, or lots of land in the County of Greenville, State of South Carolina, on Morgan Street, being shown and designated as Lots Nos. 33 D and 33 E, on plat of Morgan Hill Addition, recorded in the RMC Office for Greenville County, S. C., in Plat Book "A", at Page 69.

The within is the identical property heretofore conveyed to the mortgagor by deed of mortgage, dated 22 December 1978, to be recorded herewith.

Together with all and singular rights, tenures, hereditaments, and appurtenances to the same belonging or in any way incident or appertaining thereto, 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, and otherwise, 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 and the Mortgage, its heirs, successors and assigns, forever.

The Mortgagee covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that at his good pleasure he fully authorizes the Mortgagor to enter upon, under the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagee further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor, his heirs, successors, administrators, executors, or trustees, or any part thereof.

The Mortgagor further covenants and agrees as follows:

(1) That the mortgagor shall secure the Mortgagor for such further sums as may be required hereunder at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, rents, or other purposes pursuant to the covenants herein. This mortgage shall also so the Mortgagor for any further loans, advances, tendances 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 on the existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee, so as to loss by fire and any other disaster, exceeding the Mortgagor, an amount not less than the mortgage debt, or in such event as to be required by the Mortgagee, so as to insure the same at a cost not to exceed 1% and that all such policies and renewals thereof shall be held by the Mortgagee, and that the same shall be issued to the Mortgagee, and in form acceptable to the Mortgagee, and that it will pay all taxes, insurance, and other charges which may be assessed against the Mortgagor, the proceeds of any policy so issued, the amounts so received to be held by the Mortgagee, and each successive premium so paid to be made payment for a loss directly to the Mortgagee, to the extent of the failure to pay the Mortgagee, whether due or not.

(3) That it will keep all improvements on existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee, so as to loss by fire and any other disaster, exceeding the Mortgagor, an amount not less than the mortgage debt, or in such event as to be required by the Mortgagee, so as to insure the same at a cost not to exceed 1% and that the expenses for such insurance, so as to be required by the Mortgagee, shall be paid by the Mortgagor.

(4) That it will pay, when due, taxes, insurance premiums and other charges, rents, or other expenses, or any part thereof, against the mortgaged property. That it will pay without delay, any amounts paid to the Mortgagor, and to the Mortgagee, affecting the mortgaged premises.

(5) That it hereby assigns all rents, issues and profits of the mortgaged premises from and after any default hereunder, and agrees that should legal proceedings be instituted pursuant to this instrument, or in case of any action, suit, or other proceeding, or otherwise, against a receiver of the mortgaged premises, with full authority to take possession of the mortgaged premises, and to collect the rents, issues and profits, including a reasonable rental to be fixed by the Court, in the event said premises are occupied by the mortgagor, and after deduction of charges and expenses, provided, and to deduct and set off the execution of its trust as to cover, shall apply the residue of the rents, issues and profits toward the payment of the debts so sued for.

(6) That if there is a default in any of the terms, conditions, or covenants of this instrument, or of the note, and then at the option of the Mortgagee, all sums then owing by the Mortgagor to the Mortgagee shall be immediately due and payable, and this mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the Mortgagee be made a party to any suit involving this Mortgage, or the title to the premises described herein, or should the debt named herein or any part thereof be placed in the hands of any attorney at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee, shall be compensated to the Mortgagee, and may be recovered and collected, at the option of the Mortgagee, as a part of the debt named herein, and may be recovered and collected hereunder.

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