

FILED
GREENVILLE CO. S. C.
MORTGAGE OF REAL ESTATE --- SOUTH CAROLINA
JUL 1 10 40 AM '80

This Mortgage made this 25th day of September, 1980, between
James K. Simmons and Sandra Simmons (His wife as joint tenants)

called the Mortgagor, and Creditrith of America, Inc., hereinafter called the Mortgagee.

WITNESSETH Principal amount of loan is \$6851.32

WHEREAS, the Mortgagor in and by his certain promissory note in writing of even date herewith is well and truly indebted to the Mortgagee in the full and just sum of Twelve Thousand Ninety Six and no/100 Dollars (\$12,096.00), with interest from the date of maturity of said note at the rate set forth therein, due and payable in consecutive installments of \$114.00 each, and a final installment of the unpaid balance, the first of said installments being due and payable on the 30th day of October, 1980, and the other installments being due and payable on

- the same day of each month
 _____ of each week
 _____ of every other week
 the _____ and _____ day of each month

until the whole of said indebtedness is paid.

If not contrary to law, this mortgage shall also secure the payment of renewals and renewal notes hereof together with all Extensions thereof, and this mortgage shall in addition secure any future advances by the mortgagor to the mortgagor as evidenced from time to time by a promissory note or notes.

NOW THEREFORE, the Mortgagor, in consideration of the said debt and sum of money aforesaid, and for better securing the payment thereof, according to the terms of the said note, and also in consideration of the further sum of \$3.00 to him in hand by the Mortgagee at and before the sealing and delivery of these presents hereby bargains, sells, grants and releases unto the Mortgagee, its successors and assigns, the following described real estate situated in Greenville County, South Carolina:

All that certain piece, parcel, or lot of land, with all improvements thereon or hereafter constructed thereon, situate, lying, and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 63 as shown on Plat of Sharon Park Extension prepared by C.C. Jones, Engineer dated December 1962 and recorded in the R.M.O. Office for Greenville County in Plat Book CCC at Page 71 and having according to said plat, the following metes and bounds, to wit:

Beginning at an iron pin on the edge of Elf Lane, joint front corner of Lots Nos. 62 and 63, running thence with the common said line N.11-57 E.20 1/4 feet to an iron pin, joint rear corner of said lots; thence along the rear of Lot No. 63 South 72-50 E. 32 feet to an iron pin, joint rear corner of Lots Nos. 63 and 65; thence with the common line of said lots S. 30-30 E. 7 1/4 feet to an iron pin, joint corner of Lots Nos. 63 and 64; thence with the common line of said lots S. 40-30 W.135 feet to an iron pin, joint front corner of Lots Nos, 63 and 64 on the edge of Elf Lane; thence with the said Lane N. 85-30 W. 100 feet to the point of beginning.

This is the identical property conveyed to the mortgagors by Deed of Henry C, Harding Builders, Inc. dated July 20, 1970 recorded in the R.M.O. Office for Greenville County, State of South Carolina in Deed Book 894 at Page 357 on July 21, 1970.

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining, or that hereafter may be erected or placed thereon.

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

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, 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. The Mortgagor further covenants to warrant and forever defend all and singular the premises 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. To pay all sums secured hereby when due.
2. To pay all taxes, levies and assessments which are or become liens upon the said real estate when due, and to exhibit promptly to the Mortgagee the official receipts therefor.
3. To provide and maintain fire insurance with extended coverage endorsement, and other insurance as Mortgagee may require, upon the building and improvements now situate or hereafter constructed in and upon said real property, in companies and amounts satisfactory to and with loss payable to the Mortgagee; and to deliver the policies for such required insurance to the Mortgagee.
4. In case of breach of covenants numbered 2 or 3 above, the Mortgagee may pay taxes, levies or assessments, contract for insurance and pay the premiums, and cause to be made all necessary repairs to the buildings and other improvements, and pay for the same. Any amount or amounts so paid out shall become a part of the debt secured hereby, shall become immediately due and payable and shall bear interest at the highest legal rate from the date paid.

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