

1007-3112

MORTGAGE OF REAL ESTATE --- SOUTH CAROLINA

36 S.C.  
 This Mortgage made this 5th day of December, 1980, between  
 James Thomas Sims and Evelyn E. Sims  
 HUMPHREYS  
 called the Mortgagor, and Creditrust of America, Inc., hereinafter called the Mortgagee.

WITNESSETH

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 fifty thousand four hundred & 00/100 Dollars (\$50,400.00), with interest from the date of maturity of said note at the rate set forth therein, due and payable in consecutive installments of \$420.00 each, and a final installment of the unpaid balance, the first of said installments being due and payable on the 10th day of January, 1981, 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 mortgagee 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 in State of South Carolina, County of Greenville being known and designated as Lot #19 and adjoining twenty (20) foot strip to the rear of Lot #19 according to plat of Palmer Cordell and James H. Campbell recorded in Plat Book 2 at page 175 in the L.M.C. Office and having according to a more recent survey by E.W. Dalton in November 1957, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of Dargan Avenue, said iron pin being one hundred (100) feet northwest of the intersection of Florida Avenue, Extension and Dargan Avenue, the joint front corner of Lots No. 19 and 20 and running thence with the line of Lot 20 N. 75-47 E. 200 feet to an iron pin; thence S. 14-13 E. 80 feet to an iron pin; thence with line of Lot 18 S. 75-47 W. 200 feet to an iron pin on Dargan Avenue; thence with the said Dargan Avenue N. 14-13 W. 80 feet to the point of beginning.

Being the same premises conveyed to the grantor by deed recorded in Deed Book 657 at page 81.

As a part of the consideration, it is expressly agreed that the grantees herein are to assume a certain mortgage given by the grantor to C. Douglas Wilson, said mortgage being recorded in the Book of Mortgages in Book 833 at page 279. This said mortgage having a balance of \$10,695.10.

This being the same property conveyed to James Thomas Sims and Evelyn E. Sims by deed of William W. Humphreys dated 6/13/64 and recorded 6/15/64 in Deed Book 751 at page 83.

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 created or placed thereon.

TO HAVE AND TO HOLD all and singular the said premises unto the Mortgagee, 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:

- To pay all sums secured hereby when due.
- 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.
- 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.
- 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.