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MORTGAGE OF REAL ESTATES SOUTH CAROLINA

This Mortnane made this Obth day of OFebruary 1981, between
This Murigage made this Obth day of Wrebruary 1981, between Jean B. Rice AMC ERSLEY
called the Mortgagor, and Credithrift of America, Inc. , hereinafter called the Mortgagee.
WITNESSETH
WHEREAS, the Mortgagor in and by his certain promissory note in writing of even date here with its well and truly indebted to the Mortgagee in the full and just sum of thirty two thousands even hundred sixty & Dollars (\$ 32,760.00), with interest from the date of maturity of said note at the rate set forth therein, due and payable in consecutive installments of \$273.00 each, and a final installment of the unpaid balance, the first of said installments being due and payable on the 11th day of March 1981, and the other installments being due and payable on
the same day of each month of each 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 as the any future advances by the mortgager to the mort-gagor 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 lot of land situate in Greenville County, Greenville Township, State of South Carolina and being designed as Lot No. 11 on plat of record in the RMC Office for Greenville County in Plat Book "XX" page 15, and being more particularly described according to said plat as follows:

Beginning on the north side of Avery Street at the joint corner of Lots Nos. 11 and 12; thence 1. 28-56 W. 145.9 feet along line of Lot No. 12 to rear corner thereof; thence N. 58-47 E. 100.1 feet to corner of Lot No. 10; thence S. 28-56 E. 150 feet along Avery Street to point of beginning.

This being the same property conveyed to the Granter and Grantee by deed recorded in the RMC Office for Greenville County, S.C., in Deed Book 718, Page 474.

This conveyance is made subject to any restrictions, rights-of-way, or easements that may appear of record on the recorded plat(s) or on the premises.

Mortage in the original sum of \$12,000.00 given to Fidelity Federal Savings & Loan Association on or about the 2nd day of August, 1962, said mortage being recorded in Volume 897, at Page 301, of the PMC Office for Greenville, County, South Carolina.

This being the same property conveyed to Jean B. Rice by deed of Thomas F. Reeves dated 2/26/76 and recorded on 3/16/76 in Deed Book 1033 at page 80.

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 Mortgagoe 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.

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- 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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