

AR 31 3 53 AM '81  
S. TANKERSLEY  
R.M.C.  
D. S. C.  
BOOK 1536 PAGE 787  
MORTGAGE OF REAL ESTATE SOUTH CAROLINA

**This Mortgage** made this 23rd day of March, 1981, between  
Clarence E. Whitmire

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 herewith is well and truly indebted to the Mortgagee in the full and just sum of fifty eighthousand five hundred sixty dollars & 00/100, Dollars (\$58,560.00), with interest from the date of maturity of said note at the rate set forth therein, due and payable in consecutive installments of \$ \_\_\_\_\_ each, and a final installment of the unpaid balance, the first of said installments being due and payable on the 27th day of April, 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 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, situate, lying and being on the northern side of Latham Drive in the County of Greenville, State of South Carolina, and being shown as Lot 40 on a revised plat of Farmington Acres, Section 2, dated March 2, 1967 by Carolina Engineering & Surveying Co., recorded in the RMC Office for Greenville County in Flat Book PPP, at page 85, and having the following metes and bounds, to wit:

Beginning at an iron pin on the northern side of Latham Drive, joint front corner of Lots 39 and 40, and thence running along Latham Drive N. 52-45 E. 100 feet to an iron pin joint front corner of Lots 40 and 41; thence along the line of Lot 41 N. 37-15 W. 155 feet to an iron pin; thence along the line of Lot 43 S. 52-45 W. 100 feet to an iron pin; thence along the line of Lot 39 S. 37-15 E. 155 feet to the point of beginning.

This conveyance is made subject to protective covenants, easements and rights-of-way of record.

This is the same property conveyed to the grantors herein by deed of W.M. Rose recorded in the RMC Office for Greenville County in Deed Book 847, at page 180, June 9, 1971.

As a part of the consideration herein, the grantee assumes and agrees to pay that certain mortgage in favor of Carolina National Mortgage Investment Co., Inc. in the principal amount of \$16,900.00 recorded in the RMC Office for Greenville County, South Carolina in Mortgage Book 1095, at Page 657, and having a present principal balance due thereon of \$16,406.47.

The Grantors hereby transfer and assign the escrow account of Carolina National Mortgage Investment Co. and authorize the transfer of all insurance policies covering said property. 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.