

S. C. 200:1540 PAGE 144
MORTGAGE ON REAL ESTATE --- SOUTH CAROLINA

This Mortgage made this ^{SONNIE S. TANNE} ~~8~~ ^{R.M.C.8th} ~~th~~ ^{LEY} day of April, 1981, between Farley S. Shuler and Lynn Shuler

called the Mortgagor, and Gridithrift 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 seventy thousand five hundred sixty dollar ^{00/00} ~~dollars~~ (\$ 70,560.00-), with interest from the date of maturity of said note at the rate set forth therein, due and payable in consecutive installments of \$ 588.00 each, and a final installment of the unpaid balance, the first of said installments being due and payable on the 13th day of May, 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, situated, lying and being in the city and county of Greenville on the northwest corner of Prentiss Avenue and Elm Street, being shown and designated as Lot 4, block D on a plat of property of O.P. Mills, recorded in the R.M.C. Office for Greenville County in plat Book C, at page 176, and having, according to said plat the following metes and bounds;

Beginning at an iron pin at the northwest corner of Prentiss Avenue, and Elm Street and running thence with Elm Street N. 44-33W 135 feet to an iron pin at the corner of Lot three thence with the rear line of Lot three N 45-27E 89 feet to an iron pin at the corner of Lot five thence with the line of Lot five S44-33E 135 feet to an iron pin on Prentiss Avenue S45-27W 89 feet to the point of beginning.

This conveyance is subject to all restrictions set back lines, roadways, zoning ordinance easements and rights of way if any affecting the above property. This is the same property conveyed to the grantors herein by deed of Peggy Burton Sims Smith recorded September 21, 1977 in deed Book 1665 at page 245 as a part of the consideration herein the grantees assume and agree to pay that certain mortgage in favor of Fidelity Federal Savings and Loan Association.

Recorded September 21, 1977 in REM Book 1410 at page 472 in the original amount of \$38,250.00 and having a present balance due of \$37,404.46.

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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