

JUL 27 2 56 PM '81
DONNIL S. TAKKERSLEY
R.M.C.

CO. S. C. MORTGAGE OF REAL ESTATE - SOUTH CAROLINA

1547-974

This Mortgage

made this 24th day of July, 19 81, between

James C. Smith AND Patricia A. Smith (his wife as joint tenants)

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

WITNESSETH

Principal Amt. of Loan is \$10,081.35

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 Fifteen Thousand Three Hundred Sixty Five & 77/100 Dollars (\$ 15,365.77), with interest from the date of maturity of said note at the rate set forth therein, due and payable in consecutive installments of \$ 1 @ 261.77 60 @ 256.00 each, and a final installment of the unpaid balance, the first of said installments being due and payable on the 30th day of August, 19 81, 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 Mortgagee 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 piece, parcel, or lot of land, situate, lying, and being in Greenville County, Highland Township, State of South Carolina, located on the south side of South Carolina Highway #278, being shown and designated as lot No. 4 on a plat of property for James McKinney by W.N. Willis and S.D. Atkins, Surveyors, dated May 17, 1974 and amended on September 3, 1974 as to Lots Nos. 2 and 4, with the following courses and distances, to-wit;

BEGINNING in the center of said road, corner of Lots Nos. 3 and 4, which corner is 1259 feet west from the corner of Lot No. 1 of Randall and Cynthia Allen as shown by Deed recorded in Deed Book 1000 at page 717 and running thence S. 10-30 W., 30 Feet to pin on the south side of road; thence as the common line of Lots Nos. 3 and 4 the same course for a total distance of 700 feet to creek; thence along creek line with property now or formerly of Wilton Henson N. 62-25 W. 100 feet; thence continuing with creek N. 60-30 W. 110 feet to an iron pin and corner of J. P. McKinney Estate; thence N. 10-30 E. 648 feet to center of said road, (iron pin situate on the south side of road); thence along center of said road S. 76-40 E. 200 feet to the beginning point.

THIS is the identical property commonly referred to as Route 3, Jordon Road, Taylors, County of Greenville and State of South Carolina.

THIS is the identical property conveyed to the Mortgagors by Deed of Joseph Shelmutt and Sybil C. Shelmutt as recorded in the RMC Office for Greenville County in Deed Book 1051 at page 186 on February 17, 1976.

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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