

MORTGAGE OF REAL ESTATE --- SOUTH CAROLINA

This Mortgage made this 22nd day of December, 1981, between Robert Arnold Jr. and Carolyn Arnold called the Mortgagor, and Creditrith of America, Inc., hereinafter called the Mortgagee.

WITNESSETH

WHEREAS, the Mortgagor in and by his certain promissory note in writing of even date herewith, well and truly indebted to the Mortgagee in the full and just sum of eighteen thousand five hundred seventy six Dollars (\$ 18,576.00--), with interest from the date of maturity of said note at the rate set forth therein, due and payable in consecutive installments of \$ 258.00 each, and a final installment of the unpaid balance, the first of said installments being due and payable on the 11th day of January, 1982, 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 lot of land on the Northern side of Alpha Drive, at the northwestern corner of the intersection of Alpha Drive with Lynch Drive, in Gantt Township, Greenville County, South Carolina, being shown as Lot No. 127 on a Plat of KENNEDY PARK made by Piedmont Engineers & Architects, revised January 28, 1966, and recorded in the EMC Office for said County and State in Plat Book JJJ, page 179, and having according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin on the Northern side of Alpha Drive at the joint front corner of Lots 126 and 127, and running thence along the line of Lot 126, N. 2-42 E., 133.0 feet to an iron pin; thence with the rear line of Lots 127 and 136, S. 87-18 E., 75 feet to an iron pin on the Western side of Lynch Drive; thence with the Western side of Lynch Drive, S. 2-42 W., 108 feet to an iron pin; thence with the curve of Lynch Drive with Alpha Drive, the chord of which is S. 47-42 W., 35.4 feet to an iron pin on the Northern side of Alpha Drive, N. 87-18 W., 50 feet to the point of beginning.

The above described property is hereby conveyed subject to utility rights of way and easements and to restrictive covenants applicable to Kennedy Park recorded in the EMC Office for said County and State in Deed Book 773, page 527. This lot is also conveyed subject to the 25 foot building setback line shown on the aforementioned records plat.

Derivation Clause: Henry C. Harding Builders Inc., recorded 3-16-67 in Deed Book 815 Page 462.

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.

1300 418

1870 470

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