

GREENVILLE S.C.

BOOK 1564 PAGE 785

Foster & Zion, Attorneys at Law, Greenville, S.C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

RECORDED
MAR 11 1982

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, John Haney and Vivian S. Haney

(hereinafter referred to as Mortgagor) is well and truly indebted unto

Carroll Rogers
200 Dargan Ave.
Greenville, SC 29611

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

Seven Thousand Four Hundred and-----00/100 Dollars (\$ 7,400.00) due and payable

in equal monthly installments of One Hundred (\$100.00) Dollars per month, beginning on or before the first day of April, 1982, with remaining payments due on or before the first day of each month thereafter the full balance to be paid on or before the first day of

April 1986.
with interest thereon from date at the rate of NONE per centum per annum, to be paid:

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

ALL that certain piece, parcel or tract of land located in Greenville County, South Carolina, being known as Tract #2 on a plat of Debbie Hights prepared by T. H. Walker, Jr., registered land surveyor, on December 12, 1979, being more particularly described as follows:

BEGINNING at a point in the center of Speedway Drive, said beginning point being approximately 292.61 feet northwest of the center of the intersection of said Speedway Drive with Fountain Inn Drive, said beginning point being the joint front corner of Tracts 2 and 3 on said plat and running thence along the center of Speedway Drive N. 60-08 W. 225 feet to a point in the center of Speedway Drive, the joint front corner of Tracts 1 and 2 on said plat; thence turning and running along the joint line of Tracts 1 and 2 on said plat S. 53-34 W. 411.22 feet to a point joint rear corner of Tracts 1 and 2; thence turning and running along the joint line of Tract 2 and 8 on said plat S. 53-19 E. 200 feet more or less to a point the joint rear corner of Tracts 2 and 3 on said plat; thence turning and running along the joint line of Tracts 2 and 3 N. 55-27½ E. 443.81 feet more or less to the point of beginning

This being the identical property conveyed to the Grantor herein by deed of Quinal, Inc., on February 26, 1982, and recorded herewith.

STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP
MAR 11 1982

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

(2) That it will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and any other hazards specified by Mortgagee, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagee, and have attached thereto loss payable clauses in favor of, and in form acceptable to the Mortgagee, and that it will pay all premiums therefor when due; and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the Mortgage debt, whether due or not.

5
0.78

4328 RV-2