

MORTGAGE OF REAL ESTATE - SOUTH CAROLINA

This Mortgage

made this 18th day of August, 1982, between

JOSEPH P. GANTT AND MARY CATHERINE HUCKABY GANTT AND SUSAN HUCKABY ROBERTS, AKA

SUSAN HUCKABY, AKA SUSAN ELAINE HUCKABY ROBERTS

called the Mortgagor, and CREDITRIFT OF AMERICA, INC., hereinafter called the Mortgagee.

WITNESSETH

Principal amount of note is \$24,841.93

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 Nine Thousand Seven Hundred Fifteen & 13/100 Dollars (\$ 59,715.13), with interest from the date of maturity of said note at the rate set forth therein, due and payable in consecutive installments of \$ 1 @ 612.59 119 @ 496.66 each, and a final installment of the unpaid balance, the first of said installments being due and payable on the 1st day of October, 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 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 certain piece, parcel or lot of land, situate, lying and being in Gantt Township, County of Greenville, State of South Carolina, being known and designated as Lot. 12, on a plat of AUGUSTA ACRES, recorded in the RMC Office for Greenville County in Plat Book S, page 201, and having, according to said plat, the following metes and bounds, to-wit;

BEGINNING at an iron pin on the East side of Fork Shoals Road, joint corner of Lots 12 and 14, and running thence with the line of Lot No. 14, N. 69-42 E., 200 feet to an iron pin; thence with the rear line of Lot No. 56, N. 20-18 W., 100 feet to an iron pin, joint front corner of Lots #11 and #12; thence with the line of Lot No. 11, S. 69-42 W., 200 feet to an iron pin on the East side of Fork Shoals Road; thence with Fork Shoals, S. 20-18 E., 100 feet to an iron pin, the point of beginning.

THIS is the identical property conveyed to Vivian Upton Huckaby by Deed of J.C. Upton as recorded in the RMC Office for Greenville County in Deed Book 468 at page 186 on December 9, 1952. Vivian Upton Huckaby died testate on or about August 13, 1973 devising all of her property to Cecil F. Huckaby as shown in the Greenville County Probate Court in Apartment 1296, file 18; thereafter, Cecil F. Huckaby died intestate on or about April 7, 1977 leaving all his property to his heirs (Mortgagors noted above) as shown in the Greenville County Probate Court in Apartment 1467, file 14.

THIS is the identical property commonly referred to as 103 Fork Shoals Road, County of Greenville, City of Greenville, and State of South Carolina.

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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