

REAL ESTATE MONTHLY INSTALLMENT MORTGAGE

GREENVILLE S.C.

State of South Carolina,

SEP 17 8 41 AM '82

BOOK 1580 PAGE 719

County of GREENVILLE

DONNIE S. TANKERSLEY  
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:

WHEREAS, I, we the said James H. Peterson and Kathy A. Peterson, hereinafter called Mortgagor, in and by my, our certain note or obligation bearing even date herewith, stand indebted, firmly held and bound unto the Citizens and Southern National Bank of South Carolina, Greenville, S. C., hereinafter called Mortgagee, the sum of \$12,058.84 plus interest as stated in the note or obligation, being due and payable in 120 equal monthly installments commencing on the last day of October, 1982, and on the same date of each successive month thereafter.

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 lot of land, situate, lying and being in Greenville County, South Carolina, being shown and designated as Lot No. 9 of a subdivision known as HILLCREST CIRCLE and being more particularly described as follows:

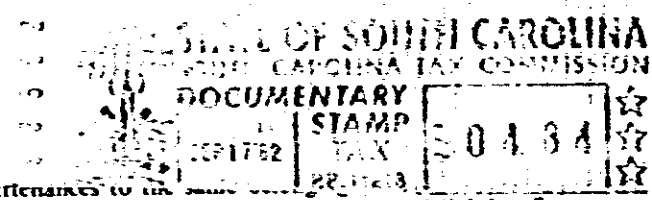
BEGINNING at an iron pin on Hillcrest Drive 150 feet East of the northeast corner of Hillcrest Drive and an unnamed Street, the joint corner of Lots 9 and 10, and running thence with the line of Lot 10, N. 58-00 E. 150 feet to a stake; thence with the back line of Lot 20, S. 31-54 E. 40 feet to a stake, joint corner of Lots 8 and 9; thence with the line of Lot 8, S. 48-30 W. 151.1 feet to a stake on the North side of Hillcrest Drive; thence with said Drive, N. 31-54 W. 50 feet to the beginning corner.

ALSO:

ALL that certain piece, parcel or lot of land, situate, lying and being in Greenville County, South Carolina, and being a part of the rear portion of Lots 19 and 20 of a Subdivision known as HILLCREST CIRCLE, a Plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book H, at Page 129, and being more particularly described as follows:

BEGINNING at a point on the rear joint corners of Lots 9, 10 and 13 of Hillcrest Circle; thence along the rear line of Lot 9, S. 31-54 E. 40 feet to a point; thence N. 26-40 E. 75.6 feet to a point in the rear line of Lot 14; thence S. 68-30 W. 66 feet to the beginning corner.

ALSO:



Together with all and singular rights, members, hereditaments, and appurtenances to the same, 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 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 Mortgagee debt, whether due or not.

(3) That it will keep all improvements now existing or hereafter erected in good repair, and, in the case of a construction loan, that it will continue construction until completion without interruption, and should it fail to do so, the Mortgagee may, at its option, enter upon said premises, make whatever repairs necessary, including the completion of any construction work underway, and charge the expenses for such repairs or the completion of such construction to the mortgage debt.

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