

REAL ESTATE MONTHLY INSTALLMENT MORTGAGE

1697 22

State of South Carolina,

County of Greenville

FILED
GREENVILLE
MAY 18 2 25 PM '83
DONNIE S. WILKINS
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Nichols-Chapman Realtors, a S.C. General Partnership SEND GREETINGS:

WHEREAS, I, we the said Nichols-Chapman Realtors, a S.C. Gen. Partner^{ship} 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, Easley S. C., hereinafter called Mortgagee, the sum of \$19,000.00 plus interest as stated in the note or obligation, being due and payable in one equal monthly installments ~~commencing~~ ^{due} on the 15th day of August 19⁸³ 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, with improvements thereon, situate, lying and being in Monaghan Mills Village, Greenville, S. C., and being known and designated as Lot 78, Section I as shown on a plat entitled "A Subdivision for Victor-Monaghan Mills, Greenville, South Carolina", made by Pickell & Pickell, Engineers, Greenville, South Carolina, dated December 20, 1948 and recorded in the RMC office for Greenville County, S. C. in Plat Book S, at Page 179-181, inclusive, and according to said plat being more particularly described as follows, to-wit:

BEGINNING at a point on the east side of Frost Street the common front corner of the herein described lot and Lot No. 77; thence running along the common line of said lots South 83-21 East 88.9 feet to a point on a fifteen (15') foot alley; thence running with the west side of said alley South 6-39 West 75 feet to a point; thence running along the common line of the herein described lot and Lot No. 79 North 83-21 West 88.9 feet to a point on the east side of Frost Street; thence running along the east side of Frost Street North 6-39 East 75 feet to the point of BEGINNING. The above described lot is known as 15 Frost Street.

The above described property is subject to any and all easements and/or rights of way for roads, utilities, drainage, etc., as appear of record and/or on the premises and to any restrictions, covenants or zoning ordinances affecting such property as appear of record. The above described property is specifically subject to any easements and rights of way for that certain sanitary sewer line running through said property as shown in the above referred to plat and to restrictions recorded in Deed Book 382 at Page 10 in the RMC office for Greenville County, S. C.

This is the same property conveyed to Mortgagor herein by deed recorded in Deed Book 1188, at Page 462 in the RMC office for Greenville County, Greenville, South Carolina, by DAVID A. Sizemore, MAY 18, 1983.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of 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 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.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY TAX
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