

FILED
ROBERT H. DANIEL, JR., ATTORNEY, GREENVILLE, SOUTH CAROLINA 29601

1403 PAGE 476

STATE OF SOUTH CAROLINA 11/13/79
COUNTY OF GREENVILLE JAMES S. TANDERSLEY MORTGAGE OF REAL ESTATE
R.H.C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

79 1185

WHEREAS, CERTRUDE E. DAISLEY

(hereinafter referred to as Mortgagee) is well and truly indebted unto J. W. MORWOOD, JR.

(hereinafter referred to as Mortgagor) 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

Five thousand and 00/100----- Dollars (\$5,000.00) due and payable

One Thousand and 00/100 (\$1,000.00) Dollars annually together

ALL that piece, parcel or lot of land, with the buildings and improvements thereon, lying and being on the easterly side of Pine Forest Drive, in the city of Greenville, S.C. and being designated as a portion of Lot 87 all of Lot 9, and the rear portion of Lots 10, 11, 12 & 13, Block A, on plat of Forest Hills as recorded in the R.M.C. Office for Greenville Co., S.C. in Plat Book D, page 206, and having according to a more recent survey entitled "Property of William M. Madden" made by R.L. Elton, dated May 9, 1962, the following lines and bounds. *2277(1)*

BEGINNING at an iron pin on the easterly side of Pine Forest Drive, which pin is located 195.6 feet from the southeasterly corner of the intersection of Pine Forest Drive and Cleveland Street, and running thence along the easterly side of said Drive 15-38 V. 90 feet to an iron pin in the front line of Lot No. 8; thence through Lot No. 8 S. 87-0 E. 183 feet to an iron pin; thence N. 3-38 E. 90 feet to an iron pin on the easterly line of Lot 13; thence on a line through Lots 13, 12, 11 & 10, N. 87-0 V. 180 feet to an iron pin, the point of beginning.

This being the same property conveyed to the Mortgagor by Deed of William M. Madden dated January 17, 1966 and recorded in the R.M.C. Office for Greenville County in Deed Book 790 at page 224.

Mortgagee's address: 516 E. North Street
Greenville, S.C. 29601

*Received
Bonnie S. Gandy
Deputy Clerk*

FEB 21 1979

*NOV 20 1979
S.P.
S.C.
S.C.
S.C.*

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 fixed 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, his heirs, successors and assigns, forever.

The Mortgagee covenants that it is lawfully seized of the premises hereinabove described to 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 Mortgagee further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagee and all persons whomsoever lawfully claiming the same at 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, agents or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readances or credits that may be made hereafter up 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 hazard 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.