

FILED  
MAY 11 1970  
Mrs. C. ...

MORTGAGE OF REAL ESTATE - SOUTH CAROLINA

This Mortgage

made this 23rd day of February, 1970, between

CLARENCE BOHLER and HATTIE BOHLER

called the Mortgagor, and BRICK HOMES, INC., hereinafter called the Mortgagee

WITNESSETH

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 Twenty-five Thousand One Hundred Eighty-two and 00/100 Dollars (\$25,182.00) with interest from the date of maturity of said note at the rate set forth therein, due and payable as follows: ... as set forth in said note.

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 \$5.00 to him in hand paid 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 piece, parcel, or lot of land situate in the County of Greenville, State of South Carolina, in Grove Township, further shown on plat prepared by C. O. Riddle, Registered Land Surveyor, dated February 3, 1966, and revised on the following dates: April 15, 1966, June 17, 1968, August 23, 1968, and September 5, 1969, with said plat recorded in Plat Book MMM at page 105, and designated property of Susie D. Jackson, and being all of Tract D as designated and created by the last revision of said plat on September 5, 1969, and being more particularly described as follows:

BEGINNING at a point in the County Road and thence N. 32-44 E. 366.9 feet to an iron pin; thence S. 39-15 E. 99 feet to an iron pin; thence S. 32-56 W. 336.2 feet to a point in said County Road; and thence N. 57-24 W. 92.5 feet to the point of BEGINNING.

Being the same property conveyed to Hattie Bohler by deed from Susie D. Jackson, dated November 3, 1969, and recorded in Book 878 at page 545 in the R.M.C. office for Greenville County, South Carolina.

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in any wise 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 buildings 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 and 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.

This Mortgage Assigned to Arco Financial Services on 16th day of July 1970. Assignment recorded in Vol. 1161 of R. E. Mortgages on Page 136.

# 1626