

Prepared by Sidney L. PRESTON, Esq., 114 Main Street, Greenville, South Carolina.

STATE OF SOUTH CAROLINA / *43-1-42471-1* Mortgage of Real Estate
 COUNTY OF GREENVILLE / *CHARLES THATCHER*
 TO ALL WHOM THESE PRESENTS MAY CONCERN
R.H.C. THERSLER

John R. Thatcher and Judith M. Thatcher

WHEREAS,

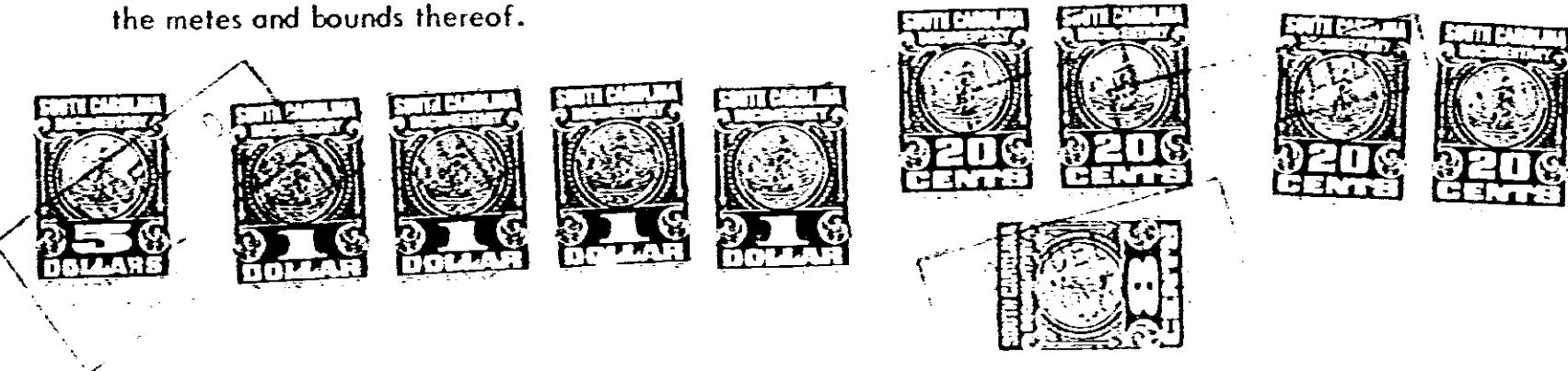
(hereinafter referred to as Mortgagor) is well and truly indebted unto **J. Eleanor Thatcher** (hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of **Twenty Four Thousand Six Hundred Fifty Six and 49/100-- Dollars**, due and payable **in monthly installments of \$178.94 each commencing September 15, 1974 and continuing on the 15th day of each month thereafter until paid in full.**

with interest thereon from date at the rate of **6-1/2** per centum per annum, to be paid: **monthly**

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 Mortgagor, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagor 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 the State of South Carolina, County of Greenville, at the intersection of Gavins Point and Hudson Road, being shown and designated as Lot No. 431 on a plot of Section V, Del Norte Estates, recorded in the RMC Office for Greenville County, S.C., in Plat Book 4-R, page 17, reference to which is hereby craved for the metes and bounds thereof.



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging or 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, 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, 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 claiming the same or any part thereof.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgagor shall secure the Mortgagor for such further sums as may be advanced hereafter, at the option of the Mortgagor, for the payment of taxes, insurance premiums, public assessments, repairs, or other purposes pursuant to the covenants herein. This mortgagor shall also secure the Mortgagor for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagor so long as the original indebtedness so 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 monthly debt and shall be payable on demand of the Mortgagor unless otherwise provided in writing.

(2) That it will keep the improvements existing on the mortgaged property in as good condition as may be required from time to time by the Mortgagor and shall pay for any other damage sustained by the Mortgagor, in amounts not less than the mortgage debt, or in such amounts as may be required by the Mortgagor, and its companies, exceptive to itself, and that all such policies and renewals thereof shall be held by the Mortgagor and shall be held in trust for the benefit of the Mortgagor in favor of, and in form acceptable to the Mortgagor, and that it will pay all premiums thereon when due, and that it does and will consent to the Mortgagor the proceeds of any policy insuring the mortgaged property, if it so holds, and release all insurance company concerned to make payment for a loss directly to the Mortgagor to the extent of the balance owing on the Mortgage, whether due or not.

(3) That it will keep all improvements existing on the mortgaged property in good repair and in the case of a construction loan, that it will continue to construct the same in a good, substantial and creditable manner, and that it will pay to the Mortgagor, at its option, all charges for such repairs or the completion of such construction, out of the trustee's debt.

(4) That it will pay, when due, all taxes, public assessments, and other governmental or municipal charges, fines or other impositions against the mortgaged premises. That it will comply with all requirements and laws and ordinances affecting the mortgaged premises.

(5) That it hereby assigns all rents, issues and profits of the mortgaged premises from and after any default hereunder, and agrees that such legal proceedings be instituted pursuant to this instrument, and cause having been obtained, to sell the same, or otherwise, appoint a receiver of the mortgaged premises, with full authority to take possession of the mortgaged premises and collect the rents, issues and profits, including a reasonable rental, to be fixed by the Court; in the event said premises are occupied by the mortgagor and after deducting all charges and expenses, including such reasonable rental and the amount of its trust as receiver, shall apply the residue of the rents, issues and profits toward the payment of the debt so secured hereunder.

(6) That if there is a default in any of the terms, and the receiver or owners of the mortgaged premises are so required, then, at the option of the Mortgagor, all sums then owing by the Mortgagor to the Mortgagor shall be immediately due and payable, and this mortgage may be foreclosed. Should any legal proceeding be brought to foreclose this mortgage, then, should the Mortgagor become a party of any suit involving this Mortgage or the title to the property, he shall be liable for all the debts so secured hereunder, or any part thereof, to be placed in the hands of an attorney at law for collection. For costs of attorney, all costs and expenses incurred by the Mortgagor, and a reasonable attorney's fee, shall then be liable to the attorney, to be collected at the option of the Mortgagor, as a part of the debt secured hereunder, or to be paid by the Mortgagor to the attorney.