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BOOK 1423 PAGE 295

STATE OF SOUTH CAROLINA  
COUNTY OF Greenville

MORTGAGE OF REAL ESTATE

In consideration of advances made and which may be made by Sunamerica Financial Corporation Lender, to Charles B. Sullivan, Jr. & Patricia B. Sullivan Borrower (whether one or more) aggregating Eleven thousand seven hundred & no/100 (\$ 11,700.00 ) (evidenced by note(s) dated October 3, 1979 (hereby expressly made a part hereof) and to secure, in accordance with Section 45-55, Code of Laws of South Carolina (1962), (1) all existing indebtedness of Borrower to Lender (including, but not limited to) the above described advances), evidenced by promissory notes and all renewals and extensions thereof (2) all future advances that may subsequently be made to Borrower by Lender, to be evidenced by promissory notes, and all renewals and extensions thereof, and (3) all other indebtedness of Borrower to Lender now due or to become due or hereafter contracted, the maximum principal amount of all existing indebtedness, future advances, and all other indebtedness outstanding at any time not to exceed Fifty Thousand and no/100 Dollars/ (\$ 50,000.00 ), plus interest thereon, attorneys fees and court costs, with interest as provided in said note(s), and costs including a reasonable attorneys fee of not less than ten per centum of the total amount due thereon and charges as provided in said note(s) and herein, the undersigned Borrower does hereby mortgage, grant and convey to Lender, and by these presents does hereby grant, bargain, sell convey and mortgage, in fee simple, unto Lender, its successors and assigns the following described property:

All that piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, in the City of Mauldin, being known and designated as Lot No. 44 as shown on a plat of BROOKSIDE, Sec. II, recorded in plat book 5-D page 24 of the RMC Office for Greenville County, S.C., and having according to said plat the following metes and bounds, courses and distances, to-wit:

BEGINNING at an iron pin on the north side of Stoneybrook Trail, the joint front corner of lots Nos. 43 and 44; thence with the joint line of said lots N. 21-50 W. 178.4 feet to an iron pin; thence turning N. 75-38 E. 129.8 feet to an iron pin joint rear corner of Lots Nos. 44 and 45; thence with the joint line of said lots S. 8-24 E. 176.7 feet to an iron pin on the north side of Stoneybrook Trail; thence with the north side of Stoneybrook Trail S. 74-53 W. 88.2 feet to the point of beginning.

THIS is the same property conveyed to the grantor by deed of Donald E. Baltz recorded February 2, 1975 in deed book 1012 at page 570 in the RMC Office for Greenville County, S.C. and is conveyed subject to any restrictions, reservations, zoning ordinances, easements, or rights-of-way that may appear of record, on the recorded plat or on the premises. The grantees assume and agree to pay the mortgage held by First Federal Savings and Loan Association recorded July 30, 1976 in mortgage volume 1374 at page 160 on which there is a balance due of \$44,449.75.

Derivation: Received from Donald E. Baltz, Inc. dated and recorded 9/6/78, Book 1086, Pg 840. Together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements or additions thereto, shall be deemed to be and remain a part of the property covered by this mortgage; and all of the foregoing, together with said property (or the leasehold estate if this mortgage is on a leasehold) are referred to as the "property".

TO HAVE AND TO HOLD, all and singular, the said property unto Lender and Lender's successors and assigns, forever.

Borrower covenants that he is lawfully seized of the premises herein above described in fee simply absolute (or such other estate; if any, as is stated hereinbefore), that he has good, right, and lawful authority to sell, convey, mortgage or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever except: (if none, so state)

First Federal Savings and Loan Association

Borrower further warrants and does hereby bind himself, his heirs, executors, administrators and assigns to warrant and forever defend all and singular the premises as herein conveyed, unto the Lender forever, from and against the Borrower and all persons whomsoever lawfully claiming the same or any part thereof.

Borrower further covenants and agrees as follows:

1. That he will promptly pay the principal of and interest on the indebtedness evidenced by the said note (s) at the time and in the manner therein provided. The Lender may collect a "late charge" not to exceed an amount equal to lesser of \$5.00 or five (5) per centum of any installment which is not paid within ten (10) days from the due date thereof to cover the extra expense involved in handling delinquent payments.

2. That this mortgage shall secure the Lender for such further sums as may be advanced hereafter, at the option of the Lender, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein, and also any further loans, advances, readvances or credits that may be made hereafter to the Borrower by the Lender; and that all sums so advanced shall bear interest at the same rate as the mortgage and shall be payable on demand of the Lender, unless otherwise provided in writing.

3. That he will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Lender against loss by fire and other hazards, in such amounts as may be required by the Lender, and in companies acceptable to it, and that he does hereby assign to the Lender all such policies, and that all such policies and renewals thereof, at the option of the Lender, shall be held by it and have attached thereto loss payable clauses in favor of, and in form acceptable to, the Lender.

4. That he will keep all improvements now existing or hereafter erected upon the mortgaged property in good repair; and, should he fail to do so, the Lender may, at its option, enter upon said premises, make whatever repairs are necessary and charge the expenses for such repairs to the mortgage debt.

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