

MORTGAGE OF REAL ESTATE — SOUTH CAROLINA

000 142 351

CASE NO. 9-862

This Mortgage

made this 13th day of January 1962 between

Thomas J. Odom and wife Geneva Mae Odom
Spartanburg



hereinafter called the Mortgagor, and Wise Homes, Inc. of Spartanburg, hereinafter called the Mortgagee.

WITNESSETH

WHEREAS, the Mortgagor in and by this certain promissory note of even date herewith is well and truly indebted to the Mortgagee in the full and just sum of Fifty Four Hundred Nine & 60/100 Dollars (\$ 5409.60), due and payable as follows: in 84 equal monthly installments of \$ 64.40 each, the first installment to become due and payable on the 13th day of March 1962, and a like amount on the same day of each succeeding month until the whole of said indebtedness is paid, with interest from maturity at the rate of seven per cent (7%) per annum.

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 \$300 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 tract of land, with improvements thereon, situate, lying and being in the county and State aforesaid, Highland Township, having the following general description to-wit:

BEGINNING at a point on the E/S of State Road 253, joint corners of this property and that now or formerly of Johnson; thence up the Johnson line in an unnamed road to the Merrell line; thence following the Merrell line in a Southerly direction down the meanderings of a creek to the Garrett line; thence following the Garrett line to the edge of aforementioned old state road 253; thence following said old road in a Northerly direction to the point of beginning, containing approximately six (6) acres, more or less, and being subject to such right of ways or easements as might have been previously given.

The interest of J. B. Sexton in the aforementioned tract was conveyed to him by deed of J. H. Heath, September 12, 1949, as recorded in the R. M. C. Office for Greenville County, in Book 434, page 370. The remainder of said tract is all of

the property owned by the grantor, J. H. Heath, within the specified boundaries on the E/S of state road 253, and this instrument is intended to convey all of the property within the boundary lines given above owned by both grantors.

being the same, or a portion of the same, property conveyed to the Mortgagor by J. C. Sexton and J. H. Heath by deed dated the 15th day of March 1961, and recorded in Book 674 at page 75 in the office of the Register of Mesne Conveyances or the Clerk of the Court of the said County, and being the property upon which the Mortgagee has contracted to build a house for the Mortgagor.

Together with all and singular the rights, members, hereditaments, and appurtenances belonging to the said premises, or in anywise incident or appertaining, or that hereafter may be erected or placed thereon, and together also with all fixtures and articles of personal property now or hereafter attached to, or used in connection with the premises, all of which are covered by this mortgage. And it is understood and agreed that certain specific items of personalty which have been provided the Mortgagor by the Mortgagee, to-wit: None

shall be and are part and parcel of the security for the payment of the indebtedness secured by this mortgage and shall be subject to the lien of this mortgage, whether or not advised to the reality.

TO HAVE AND TO HOLD all and singular the said premises unto the Mortgagee, 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, its successors and assigns, 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. To pay all sums secured hereby when due.
2. To pay all taxes, levies, and assessments that are or may become liens upon the premises 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 such other insurance as the Mortgagee may from time to time require, upon the buildings and improvements now situate or hereafter constructed upon the premises, in companies and amounts satisfactory to, and with loss payable to, the Mortgagee; and to deliver the policies for such insurance to the Mortgagee. In the event of loss under the insurance coverages herein provided for, the entire indebtedness secured hereby shall become due and payable. The Mortgagor hereby agrees and directs that the proceeds of said fire insurance, by whomsoever procured, shall be paid to the Mortgagee by the insurer, to be applied at the sole option of the Mortgagee to repair or replace the buildings on the premises or to liquidate the unpaid indebtedness and all other sums secured hereby, with any surplus to be paid to the Mortgagor. The Mortgagee is hereby appointed attorney-in-fact by the Mortgagor to execute any proofs of loss and endorse any insurance draft or check, and the Mortgagee is hereby authorized to make such adjustment or settlement with the insurer as the Mortgagee in its sole discretion may determine.
4. That the Mortgagor (i) will not remove, demolish, or alter the design or structural character of any building now or hereafter erected upon the premises unless Mortgagee shall first consent thereto in writing; (ii) will maintain the premises in good condition and repair; (iii) will not commit or suffer waste thereof; (v) will not cut or remove, or suffer the cutting or removal, of any trees or timber on the premises (except for domestic purposes) without Mortgagee's written consent; (v) and will comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the premises, and will not suffer or permit any violation thereof.

Form 115—Rev. 7-61.

For Satisfaction to this mortgage see R to M Book 1198 page 549

SATISFIED AND CANCELLED BY DEED
25 DAY OF June 1971
Dellie Furman
R. M. C. OFFICE
AT 14290 CLARK L. RD 5167A

For Dischargement see R. E. M. Book 883 page 335.