

MORTGAGE OF REAL ESTATE — SOUTH CAROLINA

BOOK 883 PAGE 327

This Mortgage made this 16th day of January 1962, between

Furman Austin

hereinafter called the Mortgagor, and Deluxe Homes of Spartanburg, S. C. hereinafter called the Mortgagee.

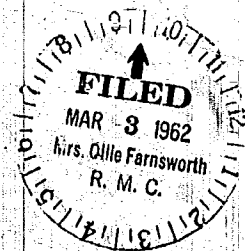
WITNESSETH

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 Eight Thousand Three Hundred Eight and 80/100 Dollars (\$8,308.80), with interest from the date of maturity of said note at the rate set forth therein, due and payable as follows: in equal monthly installments of \$ 57.70 commencing on the 1st day of April 1962 and a like amount on the 1st day of each successive month thereafter until the whole of said indebtedness is paid.

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 \$3.00 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 certain lot of land, together with buildings and improvements thereon, situate lying and being in Greenville County, South Carolina, and being a portion of the John Wright property as recorded in the office of the Clerk of Court for Greenville County in Book 556, Page 454, and being more fully described as follows:

Beginning at a point on the Southern margin of Davis Drive, this being the intersection of Davis Drive and a proposed fifty foot road in the John Wright land, this also being the Northeast corner of the John Wright land and the Northwest corner of the proposed road; thence running along the Western margin of the proposed road in a Southerly direction 150 feet to a point; thence running in a Westerly direction perpendicular to the proposed road 70 feet to a point; thence running in a Northerly direction parallel to the proposed road 75 feet to a point on the Southern margin of Davis Drive; thence running in an Easterly direction along the Southern margin of Davis Drive 75 feet to the point of beginning.



Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise 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 or 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 *Furman Austin* on *16th* day of *January*, 1962. Assignment recorded in Vol. *883* of R. E. Mortgages on Page *327*.