

STATE OF SOUTH CAROLINA JUN 11 1963 P.P. '23 Mortgage of Real Estate

COUNTY OF GREENVILLE JOHNIE S. TANKERSLEY TO ALL WHOM THESE PRESENTS MAY CONCERN

R.M.C.

(The within is a purchase money mortgage)

WHEREAS, we, James R. Thompson and Ruth H. Thompson,

(hereinafter referred to as Mortgagor) is well and truly indebted unto David T. Rich and Almanette Rich, (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 **Twelve Thousand Eight Hundred and No/100----- Dollars**, due and payable: **at the rate of Four Thousand (\$4,000.00) Dollars to be due and payable ten (10) days from the date of this note, and the remainder to be due and payable sixty (60) days from the date of this note,**

maturity only at the rate of 8% per annum expressed above paid at maturity or
with interest thereon from ~~the date of this note~~

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 Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee 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 piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, Chick Springs Township, on the South side of the National Highway, being known and designated as Lots Nos. 9 and 10 of the C. E. Shockly subdivision as shown on a plat thereof prepared by Thomas T. Linder, being recorded in the R.M.C. Office for Greenville County in Plot Book F, at Page 89, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the National Highway at the corner of Lot No. 8, and running thence with the line of said lot, due South, 201 feet to a point on the right of way of the P & N Railroad, thence along said railroad right of way, in a southwesterly direction, 57.3 feet to a point at the rear corner of Lot No. 11, due North 231 feet to a point on the National Highway; thence along said highway, in an easterly direction, 50 feet to the beginning corner.

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 fitted thereto in any manner, 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 Mortgagee 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 Mortgagee further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagee and all persons whomsoever claiming the same or any part thereof.

The Mortgagee further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, contributions or credits that may be made hereafter to the Mortgagee by the Mortgagor so long as the total indebtedness thus created does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgaged debt and shall be payable as aforesaid of the Mortgagor unless otherwise provided in writing.

(2) That it will keep the improvements now existing or hereafter erected on the mortgaged property, interest as may be required from time to time by the Mortgagee, a sum less than but not exceeding the amount paid by the Mortgagee, in an amount not less than the mortgaged debt, or in such amounts as may be required by the Mortgagee, and in a manner acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagee, and have or obtain therefrom loss payable clauses in favor of, and in form acceptable to the Mortgagee, and that it will pay all premiums thereon when due, and that it shall hereby assign to the Mortgagee the policies of any policy insuring the mortgaged premises and does hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagee, to the extent of the liability owing on the Mortgage debt, whether due or not.

(3) That it will keep all improvements now existing or hereafter erected in good repair, and in the event of a construction loan, that it will construct, complete or finish same without interruption, and should it fail to do so, the Mortgagee shall, at its option, charge the expenses for such repair, or the completion of such construction to the mortgaged 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 governmental and municipal laws and regulations 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, should legal proceedings be instituted pursuant to this instrument, and cause having jurisdiction over it Chambers 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 retained by the mortgagee and after deducting all charges and expenses attending such possession and the execution of its trust as receiver, shall apply the residue of the rents, issues and profits toward the payment of the debt secured hereby.

(6) That if there is a default in any of the terms, conditions, or covenants of this instrument, or at the rate aforesaid, then, at the option of the Mortgagee, all sums then owing by the Mortgagor to the Mortgagee shall be due immediately due and payable, and this mortgage may be foreclosed. Should any legal proceeding be instituted for the enforcement of this mortgage, or should the Mortgagee become a party of any suit in, bring this Mortgagee the title to the premises described herein, we should the debt secured hereby be any part thereof be placed in the hands of any attorney at law for collection. In either case, all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee, shall thereupon be added to the debt secured hereby, and may be recovered as aforesaid, at the option of the Mortgagee, as a part of the debt secured hereby, and may be recovered as aforesaid, at the rate aforesaid.