

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

104
Mortgage of Real Estate
GREENVILLE, S.C., DATED THIS 13th DAY OF AUGUST, 1975.



WHEREAS JOHN W. GRADY, III

13-210877
GILMER W. & LOUISE J. McMANAWAY

hereinafter referred to as Mortgagor, has made application to the Mortgagor, to become a holder of record of the property described below, the terms of which are set forth herein, for a mortgage loan in the sum of **Ten Thousand and No. 100 (\$10,000.00)**----- Dollars, and interest thereon, in monthly installments of **\$118.71**, commencing August 15, 1975, and on the 15th day of each and every month thereafter until paid in full;

with accrued interest thereon at the rate of **7-1/2%** percent per annum to be paid monthly, as amortized.

WHEREAS, the Mortgagor does hereby bind himself to the said Mortgagor to pay all further sums as may be advanced to or for the Mortgagor by the Lender for taxes, insurance, repairs, or any other expenses.

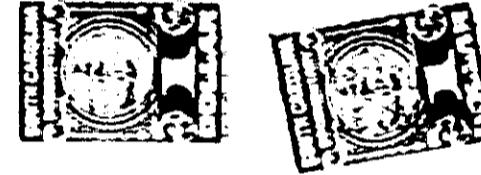
NOW, KNOW ALL MEN, That the Mortgagor does hereby bind himself to pay the principal sum of the debt, and interest thereon, to the Lender, the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagor, and to make advances made to or for his account by the Mortgagor, and also to pay all costs of collection, if any, and interest on the principal sum of the debt, well known to the Mortgagor, and to pay to the Lender the amount of such interest, the sum of which is hereby acknowledged, and make full payment of the same, and to pay all taxes, insurance, and expenses, paid or incurred by the Mortgagor, in connection therewith.

ALL that certain piece, parcel, or lot of land in the City and County of Greenville, State of South Carolina, situate, lying, and being on the southwesterly side of Hampton Avenue, and being described as follows:

BEGINNING at a stake on the southwesterly side of Hampton Avenue at corner of lot now or formerly of Waddill, and running thence along line of Waddill, 150 feet to a stake; thence on a line parallel with, and 150 feet from Hampton Avenue, 65 feet to a stake at corner of lot now or formerly of Donaldson; thence along easterly line of Donaldson lot, 150 feet to a point on the southwesterly side of Hampton Avenue; thence along Hampton Avenue 65 feet to the point of **BEGINNING**.

54.00

THE WITHIN IS A PURCHASE MONEY MORTGAGE!



1. After such and similar rights, remedies, and opportunities as the same belonging or in any way incident or appertaining to all the rents, issues, and profits which may arise or be had thereon, and including all heating, plumbing, and lighting fixtures, now or hereafter attached or annexed thereto, or any part thereof, 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 such and similar the said premises unto the Mortgagor, its heirs, successors and assigns, forever.

The Mortgagor warrants that it is lawfully seised of the premises hereinabove described in fee simple absolute, that it has good and sufficient title to the same, free from all encumbrances, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further warrants to warrant and to never defend all and singular the said premises against the Mortgagor, or former tenant against the Mortgagor, and to release such tenement, during the same or any part thereof.

The Mortgagor further covenants and agrees as follows:

1. That the Mortgagor shall secure the Mortgagor for such further sums as may be required hereunder, at the option of the Mortgagor, for the payment of taxes, insurance premiums, or other assessments, repairs or other purposes pursuant to the covenants herein. This in no wise shall affect the Mortgagor's right to further loans, advances or credits that may be made hereafter to the Mortgagor by the Mortgagor, and also, except that the total amount does not exceed the original amount shown on the face of the Mortgage, and that such advances do not exceed the amount of the original debt and shall be payable on demand of the Mortgagor, unless otherwise provided in writing.

2. That it will keep the property in a safe condition, hereinafter referred to as the mortgaged property, insured as may be required from time to time by the Mortgagor, at the expense of the Mortgagor, and in amounts acceptable to it, and that all such policies of insurance shall be taken out in the name of the Mortgagor, and that the same be payable to the Mortgagor, and in form acceptable and reasonable, and shall be taken out in the name of the Mortgagor, and that the same be payable to the Mortgagor, the proceeds of which shall be applied to the payment of the principal sum of the debt, or to the payment of any interest due thereon, or to make payment for a loss arising from damage to the mortgaged property, hereinafter referred to as the Mortgagor's debt, whether due or not.

3. That it will keep all property, fixtures, and equipment, hereinafter referred to as fixtures, and in the case of a construction loan, that it will continue construction of the property, and shall not fail to do so, the Mortgagor may, at its option, charge the expenses for such construction, or equipment, or such fixtures to the mortgaged debt.

4. That it will pay when due, all taxes, insurance premiums, or other assessments, or other charges, fines or other impositions against the mortgaged property. If it fails to do so, the Mortgagor may, at its option, pay the same, and shall charge the amount so paid to the mortgaged property. If it fails to do so, the Mortgagor may, at its option, pay the same, and shall charge the amount so paid to the mortgaged property.

5. That it hereby waives all rights, losses and profits of the mortgaged property from and after any default hereunder, and agrees that should legal process be substituted pursuant to this instrument, and the having of such process at the hands of, or otherwise, upon a receiver of the mortgaged property, with full authority to possess of the mortgaged property, and collect the rents, issues and profits, and for a reasonable amount to be fixed by the Court, such rents and profits are reserved to the trustee, or and after defacing all notices and expenses, and for a reasonable amount to be fixed by the Court, such rents and profits 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, or if the rate of interest of this instrument, or of the note so used, then, at the option of the Mortgagor, all sums then owing by the Mortgagor to the Mortgagor shall become immediately due and payable, and this mortgage may be foreclosed. Should such foreclosure be instituted for the failure of this instrument, or should the Mortgagor be made a party of any suit involving this Mortgage, or the title to the property described herein, or should the debt secured hereby, or any part thereof be placed in the hands of any attorney at law for collection by suit, or otherwise, all costs and expenses incurred by the Mortgagor, and a reasonable attorney's fee, shall thereupon be paid, and payable immediately or on demand, at the option of the Mortgagor, as a part of the debt secured hereby, or shall be so held and charged hereunder.

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