HLED MORTGAGE OF REAL ESTATE --- SOUTH CAROLINA 1988 101 HIPTHURP made this \_\_\_\_\_\_ day of \_\_\_\_\_ January \_\_\_\_\_, 19\_77., between Henry M. Gurry and Carles Curry called the Mortgagor, and \_\_\_\_\_ CREDITHRIFT of America, Inc. \_\_\_\_\_, 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 Four thousand five hundred thirty-six\* \* Dollars (\$ 1536.00 ). with interest from the date of maturity of said note at the rate set forth therein, due and payable in consecutive installments of \$ 126.00 each, and a final installment of the unpaid balance, the first of said installments being due and payable on the 17 day of February , 19 77, and the other installments being due and payable on XXXhe same day of each month Of each week \_\_\_\_\_ of every other week the .\_\_\_\_ and \_\_\_\_ day of each month 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 by the Mortgagee at and before the sealing and delivery of these presents hereby bargains, sells, grants and releases unto the 

ALL that certain lot of land in Greenville Township, Greenville County, South Carolina, on the north side of Arch Street Extension, being known and designated as Lot No 9 and the eastern one-half of Lot number 8 on a plat of the property of P.M B. Massingale, made by J. Coke Smith and Sons, Surveyor, May 15, 1947, recorded in the R.M.C. Office for Greenville County in Plat Book "W" at page 109, and, according to said plat having the following metes and bounds, to-wit:

BEGINNING at a stake on the north side of Arch Street Extension, at corner of lot No. 10, and running thence with line of Lot No 10 in a northeasterly direction 160 feet to point, thence S. 60-LO W. 90 feet to stake; thence in a southeasterly direction, 160 feet to stake on the north side of arch Street Extension; and thence with the North side of Arch Street Extension in an easterly direction 90 feet to the beginning corner.

This is the same property conveyed to the grantors by F.B. Massingale by his deed dated Feb 7, 1969 and recorded Sept. 4, 1969, recorded in Deed Book 875, page 224, R.M.C. Office, Greenville County, S.C. It is likewise the same property conveyed to F.B. Massingale by Martha Jane Watkins by deed dated March 11, 1959, recorded in Deed Book 622 page 399, R.M.C. Office Greenville County, S.C.

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 crected 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 Mortgagor 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 building 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.

5 C. 1

A328 88.23