

0060

MORTGAGE OF REAL ESTATE

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

APR 7 12 22 PM '82
SHERSLEY

MORTGAGE OF REAL ESTATE

BOOK 79 PAGE 65

WHEREAS, FOOTHILLS DELTA P, INC.

(hereinafter referred to as Mortgagee) is well and truly indebted unto Southern Service Corporation,
P. O. Box 608, Greenville, S. C. 29602

(hereinafter referred to as Mortgage) as evidenced by the Mortgage's promissory note of even date herewith, the terms of which are incorporated
herein by reference, in the sum of
Thirteen Thousand Three Hundred Fifty and No/100----- Dollars (\$ 13,350.00) due and payable
in accordance with the terms of said promissory note;

of even date, recorded herewith.

This is a second mortgage, being junior in lien to that certain mortgage given by the
Mortgagor to First Federal Savings and Loan Association, recorded herewith.

Mortgagor further covenants and agrees:

1. To keep monthly payments current at all times on any first mortgage loan that may be secured by the within described property. Should mortgagor become sixty (60) days or more delinquent on any such first mortgage loan, the mortgagee herein, at its option, may accelerate all remaining payments due hereunder declaring the entire balance due and payable, together with costs and fees and commence mortgage foreclosure proceedings in accordance with the laws of this State.
2. Not to abandon construction work to be performed on the premises for a period of two (2) weeks or longer.
3. To complete all construction of the dwelling of the placed on the premises not later than six (6) months from the date of the within mortgage.

Failure to comply with said covenants shall constitute a default on the within mortgage.

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PAID, SATISFIED & CANCELLED
Arthur Lewis
12-30-82
V. H. K. Smith
W. H. K. Smith
SHERSLEY

2.0000

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SHERSLEY

Together with all and singular rights, tenements, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may now or hereafter become due and payable, and including all fixtures, plumbing, and lighting fixtures now or hereafter attached, connected, or in any manner being the situation of the parties herein that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

4. 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 lawfully claiming the same or any part thereof.

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