AUG 5 1963 MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

BOOK 930 Pale 3**53**

- sworth

WHEREAS, Wilber B. Califf and Ruby Lee Caffiff, his wife

(hereinafter referred to s Mortgagor) is well and truly indebted unto David Finland t/a Allstates Aluminum Co.

(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

) due and bayable in sixty (60) equal and consecutive monthly installments of \$55.53 each, with the first due on or before the 25th day of August and on the 25th day of each month thereafter until paid.

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 Mortgagog 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 Mortgagoe, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, City of Greenville, Township of Gantt,

BEGINNING at an iron pin on the E. side of Old Grove Rd., at joint front corner of Lots 1 and 2, said pin also being 435 feet S. from the SE corner of the intersection of Old Grove Road and High Valley Boulevar, and running thence with the line of Lot 2, S. 89-43 E. 250 feet to an iron pin; thence S. 0-07 W. 87 feet to an iron pin; thence N. 89-43 W. 250 feet to an iron pin on the East side N. 0-07 E. 87 feet to the beginning corner.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging 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 auccessors and assigns, forever

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The Mortgagor 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 cheumber the same, and that the premises are free and clear of all hens and encumbrances except as provided herem. The Mortgagor further covenants to warrant and fegtyer defend all and singular the said premises unto the Mortgage forever, from and against the Mortgagor and all persons whomsoeved awfully claiming the same or any part thereof

The Mortgagor 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 premions, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall aims secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgager by the Mortgagee so long as the total indebtedness thus excired does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.
- (2) That it will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and any other hazards specified by Mortgagee, in an amount not less than the mortgage debt, or in the amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereof shan be held by the Mortgagee, and nave attached thereto ioss payable clauses in favor of, and in form acceptable to the Mortgagee, and that it win pay gill premium therefor when due, and that it does hereby assume to the Mortgagee the proceeds of any policy insuring the mortgaged premises and loss hereby automate each insurance company concerned to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the Mortgage debt, whether due or not
- (3) That it will keep an improvements now existing or nereafter erected in good repair, and, in the case of a construction loan, that it will continue construction until completion without interruption, and should it fail to do so, the Mortgagree may, at its option, enter upogenaid premises, make whatever repairs are necessary, including the completion of any construction work underway, and charge the expenses for such repairs or the completion of such construction to the mortgage debt
- (4) That it will pay, when due, all taxes, public assessments, and other governmental or municipal charges, fines or other imposits against, the mortgaged premises. That it will comply with all governmental and municipal laws and regulations affecting the tagged 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, any judge having jurisdiction may, at Chambers or otherwise, appoint a receiver of the mortgaged premises, with full authority to take possession of the mortgaged premises and collect herents, issues and profits, including a reasonable rental to be fixed by the Court in the event said premises are occupied by the mortgaged and after deducting all charges and expenses attending such proceeding 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 mortgage, or of the note secured hereby, then, at the option of the Mortgager, all sums, then owing by the Mortgager to the Mortgager shall become immediately due and payable, and this mortgage may be forecrosed. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the Mortgager begage become a party of any suit involving this Mortgage or the title to the premise 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 Mortgagee, and a frasonable attorney's fee, shall thereupon become due and payable immediately or on demand, at the option of the Mortgagee, as a part of the debt secured hereby, and may be recovered and collected hereunder.
- (7) That the Mortgagor shall hold and enjoy the premises above conveyed until there is a default under this mortgage or in the note secured hereby. It is the true meaning of this instrucent that if the Mortgagor shall fully perform all the terms, conditions, and covenants of the mortgage, and of the note secured hereby, that then this mortgage shall be utterly null and void; otherwise to remain full force and virtue.
- (8) That the covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns, of the parties hereto. Whenever used, the singular shall included the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Paid and satisfied in full January 17, 1969. Peoples National Fund Inc. allen a. Castlon Jr. assistant Vice President SATERIANS AND CANCELLED OF RECORD Witness Ethel Theodore -27 march march Que Farnaworth

& M. C. FOR CREMPHILE COUNTY & C.
AT 2: 31 O'CLOCK P M. NO. 22940 Myrna Moser