

FILED GREENVILLE CO. S. GREENVILLE CO. S. C. MORTGAGE OF REAL ESTATE
 COUNTY OF GREENVILLE 1975 APR 15 2 40 PM '75 1243 37
 DONNIE S. TANKERSLEY R.M.C. 1243-081
 WHEREAS, Louis Ronold Byrd A/R/A Lewis Ronald Byrd

(hereinafter referred to as Mortgagor) is well and truly indebted unto C N Mortgages, Inc.

(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 Seven Thousand Five Hundred Sixty and no/100----- Dollars (\$ 7560.00) due and payable

In Sixty monthly installments of One Hundred Twenty-six and no/100 (\$126.00) Dollars, beginning August 11, 1975, with final payment due July 11, 1980.

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 Mortgagee in hand well and truly paid by the Mortgagor 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 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, being known and designated as Tract No. 2 of the Richard Davis Estate as shown on a subdivision and plat of same made by Dalton & Neeves, Engineers, February, 1941, and recorded in the R. M. C. Office for Greenville County in Plat Book M, at Page 95, and containing 23 acres, more or less, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin in the middle of road at the corner of Tract No. 1 of Richard Davis Estate; running thence along the line of Tract No. 1 S 85-30 E 1250 feet to an iron pin in the line of Tract No. 1; thence S 10-0 W 770 feet crossing Stilhouse Branch to a stake; thence N 82-0 W 238 feet to an iron pin; thence S 41-20 E 177 feet to a stake in the line of Tract No. 3 of Richard Davis Estate; thence with the line of Tract No. 3 along the following courses and distances: N 86-30 W 425 feet to a stone; N 1-45 E crossing Stilhouse Branch 250 feet to a stake; N 76-0 W 375 feet to a stake; N 52-0 E 600 feet to an iron pin in the line of Tract No. 3 of Richard Davis Estate near the road hereinabove referred to; thence N 40-10 E (the chord of which distances along said road 400 feet) to the beginning corner.

Less in saving however the following lots and tracts: 1-A tract of land containing .5 acres conveyed by deed dated November 12, 1951 and recorded in the R. M. C. Office for Greenville County in Deed Book 465 at Page 464. 2-A 50-ft. strip previously conveyed to Greenville County by Deed recorded in the R. M. C. Office for Greenville County in Deed Book 718 at Page 59. 3-A lot conveyed to the School District of Greenville County by Deed dated May 27, 1970 and recorded in the R. M. C. Office for Greenville County in Deed Book 890 at Page 524. 4-A 25-ft. strip conveyed to Greenville County by Deed dated May 27, 1970 and recorded in the R. M. C. Office for Greenville County in Deed Book 890 at Page 530. 5-A lot conveyed to B.T.M., Inc. by (Continued below)

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of 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 fixed thereto in any manner, it being the intention of the parties hereto that all 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 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 encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully 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 premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured 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 such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagee, and have attached thereto 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 does hereby assign to the Mortgagee the proceeds 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 balance 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 case of a construction loan, that it will continue construction until completion without interruption, and should it fail to do so, the Mortgagee may, at its option, enter upon said 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.

Deed dated April 27, 1972, and recorded in the R. M. C. Office for Greenville County in Deed Book 942 at Page 213.

It is the intention of the Mortgagee herein to mortgage all of the remaining portion (being 12 acres, more or less) of a tract of land being known and designated as Tract No. 1 conveyed to him by Deed of Marion R. Williams dated January 19, 1953 and recorded in the R. M. C. Office for Greenville County in Deed Book 470 at Page 407.

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