

Mortgagee's address: c/o Mr. Joe Dean; 1427 Dorchester Road; Florence, SC 29501

HORTON, DRAWDY, MARCHBANKS, ASHMORE, CHAPMAN & BROWN, P.A. 307 PETTIGRU ST., GREENVILLE, S.C. 29603

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

BOOK 1452 PAGE 06

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, WILLIE MOORE-----

(hereinafter referred to as Mortgagor) is well and truly indebted unto PEARLE G. DEAN-----

(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 Five Thousand and No/100-----

Dollars (\$ 5,000.00---) due and payable

in 240 equal monthly installments of \$44.99, principal and interest, the first such payment being due and payable on December 1, 1978, and a like and equal amount due on the first day of each month thereafter until paid in full,

with interest thereon from date at the rate of 9 3/4 per centum per annum, to be paid: monthly.

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 Mortgagee 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 piece, parcel or lot of land in Austin Township, Greenville County, State of South Carolina, in Town of Simpsonville, on southeastern side of Cox Street, being known and designated as Lot No. 33 on a plat of the "Hillcrest Subdivision", made by Will D. Neves, and having the following metes and bounds, to-wit:

BEGINNING at a point on Cox Street, joint front corner with Lot No. 34, and running thence N. 75 E., 60 feet with said Cox Street to a stake, corner of Lot No. 32; thence along the line of said Lot No. 32, S. 15-15 E., 140.6 feet to a stake; thence S. 75-30 W., 60 feet to a stake; thence N. 15-15 W., 140 feet to the point and place of beginning.

This is the same property conveyed to the Mortgagor herein by deed of Pearle G. Dean recorded in the Greenville County R.M.C. Office in Deed Book 1093 at Page 58 on the 4th day of November 1978.

The Mortgagor shall not alienate the mortgaged premises by Contract of Sale or by deed of conveyance so long as the within mortgage indebtedness remains unpaid without the prior written consent of the Mortgagee. If such consent is not obtained, the Mortgagee may, at her option, declare the indebtedness hereby secured to be immediately due and payable and may institute any proceedings necessary to collect such indebtedness.

The Mortgagee may, at her sole option, require the Mortgagor to deposit with the Mortgagee, in addition to the payments of principal and interest toward the note which this Mortgage secures, a sum equal to 1/12 of the annual ad valorem property taxes and insurance premiums; the Mortgagee may at her option, pay said items and charge all advances therefor to the indebtedness secured hereunder or segregate said funds and apply the same toward the payment of said taxes and insurance premiums. Said escrow payments shall not bear interest to the Mortgagor.

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, 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 therefor 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.

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