



MORTGAGE OF REAL ESTATE - SOUTH CAROLINA

made this 3rd day of March, 1969, between

WILLIAM L. SOUTHERN and EMMA SOUTHERN

called the Mortgagor, and BRICK HOMES, 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 Seventeen Thousand Two Hundred and Fifteen and 20/100 Dollars (\$17,215.20), with interest from the date of maturity of said note at the rate set forth therein, due and payable as set forth in said note.

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 paid by the Mortgagee at and before the sealing and delivery of these presents hereby bargains, sells, grants and releases unto the Mortgagee, its successors and assigns, the following described real estate situated in Greenville County, South Carolina:

All that certain piece, parcel or lot of land situate, lying and being in the State and County aforesaid, Oneal Township, about one mile West of Berry's Mill, and being a part of the same land conveyed to A. L. Southern by deed from James L. Rollins, said deed recorded in the office of the R.M.C. for Greenville County in Deed Book 191 at page 173, and having the following courses and distances, to wit:

BEGINNING on an iron pin on the northern side of a driveway that leads from the Oneal-Berry's Mill road to the rear of my place, said iron pin being 200 feet from the center of the said Oneal-Berry's Mill Road, and runs thence with the northern side of the said driveway, N. 48-45 W. 117 feet to an iron pin on my northern line and being the common line lands now or formerly of M. A. Jordan; thence a new line, S. 27-30 W. 329 feet to an iron pin in open field and on a proposed new road; thence S. 50-00 E. 339 feet to a nail and cap in the center of the said Oneal-Berry's Mill Road; thence with the said road, N. 31-15 E. 50 feet to a nail and cap, joint corner of my home lot; thence with the rear line of my home lot, N. 6-45 W. 392 feet to the beginning corner, containing One and Eighty-One One-hundredths (1.81) acres, more or less.

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in any wise incident or appertaining, or that hereafter may be erected 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 Mortgagee 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 buildings 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 and 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.

This Mortgage Assigned to I. D. S. Homes Corporation on 19th day of August 1969. Assignment recorded in Vol. 1136 of R. E. Mortgages on Page 448