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MORTGAGE OF REAL ESTATE -- SOUTH CAROLINA

This Mortgage made this 8th day of December, 1977, between Malcolm Verle Miller

called the Mortgagor, and Creditrust of America, 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 Four thousand six hundred eight Dollars (\$ 4,608.00), with interest from the date of maturity of said note at the rate set forth therein, due and payable in consecutive installments of \$ 128.00 each, and a final installment of the unpaid balance, the first of said installments being due and payable on the 8th day of January, 1978, and the other installments being due and payable on

- the same day of each month
of each week
of every other week
the and day of each month

until the whole of said indebtedness is paid.

If not contrary to law, this mortgage shall also secure the payment of renewals and renewal notes hereof together with all extensions thereon, and this mortgage shall also secure any future advances by the mortgagor to the mortgagee as evidenced from time to time by promissory notes hereon.

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 \$300 to him in hand 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 of South Carolina, County of Greenville, being known and designated as Lot 96, Winding Way, Peppertree Subdivision, Section 17, at Page 19, and revised by a plat recorded in Plat Book LX at Page 3, and having, according to said revised plat, the following notes and bounds, to-wit:

Beginning at an iron pin located on the northeastern side of the right-of-way of Charter Oak Drive, a joint corner of lots 97 and 96; thence along said right-of-way, N. 11-32 W. 32.2 feet to an iron pin; thence N. 11-48 W. 27.8 feet to an iron pin; thence N. 30-36 E. 35.05 feet to an iron pin located on the right-of-way of Winding Way; thence along said right-of-way, N. 74-00 E. 15.0 feet to an iron pin; thence N. 80-06 E. 73.3 feet to an iron pin; thence S. 11-32 E. 81.6 feet to an iron pin; thence S. 78-00 W. 110.0 feet to an iron pin, the point of beginning.

This being the same property conveyed to the Grantor herein by deed recorded in the BMC Office for Greenville County, S. C. in Deed Book 1028 at Page 372, on Dec. 9, 1975.

This conveyance is subject to all restrictions, zoning ordinances, easements, and rights-of-way, of record, affecting the above described property, state of facts shown in the survey by Campbell and Clarkson, L. S. dated March 22, 1974.

Derivation: Dated May 20, 1976, Volume 1036, Page 595, Westchester Federal Savings and Loan Association to Malcolm Verle Miller.

Together with all and singular the rights, tenements, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining, or that hereafter may be created 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 building 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 or 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.

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