

GREENVILLE CO. S. C.

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STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

12 23 3 14 PM '78  
BONNIE S. TAYLOR, LEX  
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN

WHEREAS, David Michael Minyard

(hereinafter referred to as Mortgagor) is well and truly indebted unto CN MORTGAGES, INC., Post Office Box 10242, Federal Station, Greenville, South Carolina 29603

(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

Ten Thousand and no/100 ----- dollars \$ 10,000.00 due and payable

In One Hundred Twenty (120) consecutive monthly installments of One Hundred Forty-seven and 83/100 (\$147.83) dollars, beginning May 27, 1978, and on the same day of each month thereafter until paid in full,

At interest thereon from April 27, 1978 at the rate of 12.75 percent per annum to be 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 other like 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 piece, parcel and lot of land, situate and lying in Greenville County, State of South Carolina, known as Lots 85 and 85 of Wvnette Estates, according to plat recorded in the RMC Office for Greenville County in Plat Book EE, at Page 37, and being more fully described as follows:

BEGINNING at a point on Winston Avenue, joint front corner of Lot 87 and 86, S 82-48 W, 195.6 feet to a point; thence S 1-21 E., 61.2 feet; thence S 17-32 E 60 feet to a point; thence continuing S 17-32 E 114.2 feet to the joint corner of lots 70, 69, 84 & 85; thence N 62-36 E 244.3 feet to a point on Winston Avenue; thence with Winston Avenue N 31-50 W 78.5 feet to a point; thence with the curve on Winston Avenue to the beginning point 80.8 feet.

This is the property conveyed to David Michael Minyard and Patsy H. Minyard by Marion W. Fore, Jr., and Caroline E. Fore by deed dated August 11, 1976, and recorded in the R. M. C. Office for Greenville County in Deed Book 1044, at Page 755, and being the property Patsy H. Minyard conveyed her undivided one-half interest in to David Michael Minyard by deed dated March 7, 1978, duly of record in the R. M. C. Office for Greenville County in Deed Book 1118 at Page 103.

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 fitted 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 fully 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.

(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 necessary, including the completion of any construction work underway, and charge the expenses for such repairs of the completion of such construction to the mortgage debt.

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