MORTGAGE OF REAL ESTATE Greenville, S. C.

BOOK 1433 PAGE 420

STATE OF SOUTH CAROLINA 12 29 3 22 PH 17 MORTGAGE OF REAL ESTATE COUNTY OF GREENVILLE DINNIE S. TANKERSLETO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

PHILLIP J. HOWARD, JR. AND LORICE HOWARD

(hereinalter referred to as Mortgagor) is well and truly indebted unto GEORGE E. MANIOS AND STELLA MANIOUS

(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

Sixteen Thousand Seven Hundred Thirty and 19/100----- Dollars (\$ 16,730.19 ) due and payable

in sixty (60) monthly installments of \$347.72, beginning on the 1st day of April, 1978, and each consecutive and successive month thereafter until paid in full,

simple interest with interest thereon from date at the rate of 9 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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, its successors and assigns:

ALL that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, in the City of Greenville:

BEGINNING at a stake on the North side of Grace Street, joint corner of Lots 19 and 20, as shown on plat recorded in RMC Office for Greenville County, in Plat Book G, page 165, and running thence with line of Lot No. 18, N. 18-02 W. 130 feet to point in line of Lot No. 18; thence with line of Lot No. 18, S. 71-06 W. 57 feet to stake corner Lot No. 21; thence with line of Lot No. 21, S. 18-02 E. 130 feet to stake on Grace Street; and thence with Grace Street N. 71-06 E. 57 feet to beginning corner, being known as Lot No. 20 on plat above mentioned of property of Charles Watson and Grace Watson Griffith made by Dalton & Neves.

ALSO, ALL that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, in the City of Greenville, being Lot 19 of the Watson land according to a plat made by Dalton & Neves, Engineers, and recorded in Plat Book "G" at page 164 and 165, in the R.H.C. Office of said County. Said lot having the following metes and bounds, to-wit:

BEGINNING on the northwest corner of Grace and Markley Streets and thence running along Markley Street N. 18-02 W. 130 feet to corner of Lot No. 18; thence S. 71-06 W. 56 feet to corner of Lot 20; thence S. 18-02 E. 130 feet to Grace Street; thence N. 71-06 E. with Grace Street, to the beginning corner.

This being the same property conveyed to Phillip Howard by T. Charles Gower by deed dated July 18, 1938 and recorded July 19, 1938, in the RMC Office for Greenville County, in Deed Book 204 at page 476. This, also, being the same property conveyed to Phillip J. Howard by Kelil Howard by deed dated and recorded June 23, 1938, in the RMC Office for Greenville County, in Deed Book 204 at page 317. Phillip Howard died testate on January 12, 1960 and devised the above captioned property to Lorice Howard during her natural life with the remainder interest to Phillip J. Howard Jr. as will appear according to the records of Probate Court for Greenville County in Apt. 723, \* Together with all and singular rights, members, herditaments, 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 firtures now or beteafter attached, connected, or fitted thereto in any manner; it being the intention of the parties bereto that all such firtures 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 Mortgager 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.

\* File 25.