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ASHMORE & HUNTER, ATTOHNEYS, 110 Laurens Road, Greenville, South Carolina 29603

COUNTY OF GREENVILLES 30 4 48 PH 1

MORTGAGE OF REAL ESTATE

DONNIE S. TANKERSLEY

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Robert L. Flanagan, Jr. and Diane P. Flanagan

Jo Ann Wright thereinafter referred to as Mortgagor) is well and truly indebted unto

(hereinafter referred to as Mortgagee) as evidenced by the Mortgager's promissory note of even date herewith, the terans of which are incorporated herein by reference, in the sum of Sixty Nine Thousand & 00/100-----

_____Dollars (\$ 69,000.00 t due and payable as follows: Ten Thousand (\$10,000.00) Dollars on or before the first year from date and the remaining balance of Fifty Nine Thousand (\$59,000.00) Dollars on or before two years from date. This Note shall not bear interest for the first year but shall bear interest after the first year, interest commencing one year from date at eight (8%) percent per annum on the unpaid balance and with interest themen from the at the rate of ----- per centum per mount, to be paid-payable at maturity.

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 Mortgage 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 certain piece, parcel or lot of land, with all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, in Grove Township, containing 36.6 acres on the north side of Road 23-106 and having, according to plat entitled "Survey for Herbert Wright" by Carolina Surveying Co. dated May 15, 1978, the following metes and bounds, to-wit:

BEGINNING at a point in the approximate center of said Road, said point being the corner of lands hereinafter described as property now or formerly of Heathwilde Subdivision and running thence N. 17-30 E. 1426.9 feet to an old iron pin; thence N. 33-0 E. 665.1 feet to an old iron pin; thence along a creek which is the line, S. 56-33 E. 198.2 feet to a point; thence S. 83-14 E. 148.5 feet to a point; thence N. 79-03 E. 243.2 feet to an old iron pin; thence S. 51-32 W. 1741 feet to a point on State Road 23-106; thence S. 73-22 W. 537.4 feet to a point; thence N. 8-27 W. 604.1 feet to a point; thence N. 1-56 W. 274.6 feet to a point; thence S. 75-04 W. 400 feet to a point; thence S. 6-52 E. 388 feet to a point; thence N. 84-51 E. 61 feet to a point; thence N. 36-01 E. 112.5 feet to a point; thence S. 61-43 E. 58 feet to a point; thence S. 11-34 E. 322 feet to a point; thence S. 78-26 W. 20.7 feet to a point; thence S. 89-09 W. 184.7 feet to a point; thence N. 81-05 W. 135.6 feet to a point; thence N. 73-18 W. 116 feet to a point; thence N. 65-0 W. 134 feet to the point of beginning.

This is the same property conveyed to Mortgagors herein by Deed of Jo Ann Wright dated May 30, 1978 and recorded in the R.M.C. Office for Greenville County, South Carolina in Deed Book 1080at Page 51.

This is a purchase-money mortgage.

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 fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto 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 beirs, 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 berein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgages 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 bereafter, 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 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 half 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 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 authorized insurance company concerned to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the Mortgage and that it does hereby assign to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the Mortgage and that it will pay the Mortgage debt, whether due or not.

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