HORTON, DRAWDY, MARCHBANKS, ASHMORE, CHAPMAN & BROWN, P.A. 307 PETTIGRU ST., FILED Village Greer STATE OF SOUTH CABOLINA GREENVILLE CO. S. C. MORTGAGE OF REAL ESTATE Village Drive 4 40 PHTG ALL WHOM THESE PRESENTS MAY CONCERN: Greer, South Carolina **COUNTY OF GREENVILLE** Charles D. Atkinson 113 Sugar Creek Drive, Route S. TANKERSLEY Greer South Carolina R.H.C. WHEREAS. Charles D. Atkinson thereinafter referred to as Mortgagor) is well and truly indebted unto Village Green, a South Carolina Partnership ---(hereinafter referred to as Mortgagee) as evidenced by the Mortgager's promissory note of even date herewith, the terms of which are incorporated berein by reference, in the sum of Fifteen Thousand and No/100 --

---Dollars (\$ 15,000.00---) due and payable

\$7,500.00, plus interest on the 17th day of November, 1978 and \$7,500.00, plus interest on the 17th day of May, 1979.

with interest thereon from date at the rate of eight-per centum per annum, to be paid: semi-annually.

WHEREAS, the Mortgagor may bereafter 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 Mortgagee 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 situate, lying and being on the northern side of Village Drive in Greer, County of Greenville, State of South Carolina and shown and designated as a 1.00 acre tract on survey entitled "Property of Charles D. Atkinson" prepared by John A. Simmons dated April 18, 1978 and recorded in the R.M.C. Office for Greenville County in Plat Book 6 at Page 64 and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Village Drive at the joint front corner of the within tract and property of Byron K. Bridges and running thence with the joint line of said property, N. 40-09 W., 272.5 feet to an iron pin; thence N. 67-37 E., 174 feet to an iron pin; thence S. 37-43 E., 269.1 feet to an iron pin on the northern side of Village Drive; running thence with the northern side of said drive S. 67-37 W., 162 feet to an iron pin, the point and place of beginning.

This is the same property conveyed to the Mortgagor herein by deed of Village Greer, a South Carolina Partnership recorded in the R.M.C. Office for Greenville County in Deed Book 1080 at Page 392 on the 2 day of May, 1978.

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Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and ofits 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 fixtures and equipment, other than the usual Réusehold 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.

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The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfulls 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 Mortgagoe 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 be ar 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 bereafter erected on the mortgaged property insured as may be required from time to time in 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 anounts 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 Mortgagee debt whether due or not the Mortgage debt, whether due or not.