

BOOK 1448 PAGE 193

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
GREENVILLE CO. S. C.  
JUN 27 1 34 PM '78  
CLERK OF COURTS

MORTGAGE OF REAL ESTATE  
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, John R. Tyndall

(hereinafter referred to as Mortgagor) is well and truly indebted unto Ted W. Rodgers

(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 Eleven Thousand One Hundred Fifty Two and 89/100

-----Dollars (\$ 11, 152. 89-- ) due and payable

as set forth in note executed by Mortgagor of equal date

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 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, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the southern side of Sunset Drive, and on the northern side of the Saluda River, containing 2.5 acres, according to a plat entitled SURVEY FOR EVA B. TUCKER, made by Robert R. Spearman, dated May 26, 1977, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of the Saluda River at the joint corner of the within described property and property belonging to Luta Collins and running thence along the Collins line, N. 15-35 E., 496.5 feet to an iron pin; thence continuing along the Collins line, N. 52-13 E., 52.9 feet to an iron pin; thence the following courses and distances along the line of other property of Eva Bell Tucker: S. 01-12 W. 110.6 feet to an iron pin, S. 05-38 W., 83 feet to an iron pin, and S. 45-48 E., 249.8 feet to an iron pin in the line of property belonging to Johnson; thence along the Johnson line, S. 36-52 W. 242.3 feet to an iron pin on the northern bank of the Saluda River; thence with the River as the line, the traverse line N. 76-55 W., 221.0 feet to an iron pin, the point of beginning.

The above property is the same conveyed to Mortgagor herein by deed of Mortgagee dated October 24, 1978 and recorded October 25, 1978 in the RMC Office for Greenville County in Deed Book 1076 at page 523

ALSO: All the right, title and interest of the Mortgagor herein, in and to all easements or rights of way for the purposes of ingress and egress, as set forth in Agreement dated June 17, 1977, between Luta Collins and Eva Bell Bryson Tucker, recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1058 at page 969, said Agreement incorporated herein by reference and made a part hereof as though fully set forth.

ALSO: All the right, title and interest of the Mortgagor in and to that certain easement or right of way agreement between Ted W. Rodgers and Eva Bell Bryson Tucker, dated June 17, 1977, and recorded in Deed Book 1058 at page 971, reference to which is hereby craved. Said plat is recorded in Plat Book 6F at page 30.

Address of Mortgagee: 1337 Arden Rd., Charlotte, N.C. 28216

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

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