

MORTGAGE OF REAL ESTATE - SOUTH CAROLINA

FILED

This Mortgage made this 18th day of April, 1979, between Ronald C. Ayers, Jr.

MAY 2 1979 AM 7:8,9,10,11,12,1,2,3,4,5,6 PM

called the Mortgagor, and Credithrift of America, Inc. hereinafter called the Mortgagee.

WITNESSETH

WHEREAS, the Mortgagor in and by his certain promissory note in writing of even date herewith is well and truly indebted to the Mortgagee in the full and just sum of Twenty four thousand nine hundred ninety-nine and 60/100 Dollars (\$24,999.60), with interest from the date of maturity of said note at the rate set forth therein, due and payable in consecutive installments of \$416.66 each, and a final installment of the unpaid balance, the first of said installments being due and payable on the 23rd day of May, 1979, and the other installments being due and payable on

- [X] the same day of each month
[] of each week
[] of every other week
[] the and day of each month
until the whole of said indebtedness is paid.

Net Amount \$16,765.32

If not contrary to law, this mortgage shall also secure the payment of renewals and renewal notes hereof together with all Extensions thereof, and this mortgage shall in addition secure any future advances by the mortgagor to the mortgagor as evidenced from time to time by a promissory note or notes.

NOW THEREFORE, the Mortgagor, in consideration of the said debt and sum of money aforesaid, and for better securing the payment thereof, according to the terms of the said note, and also in consideration of the further sum of \$3.00 to him in hand by the Mortgagee at and before the sealing and delivery of these presents hereby bargains, sells, grants and releases unto the Mortgagee, its successors and assigns, the following described real estate situated in Greenville County, South Carolina:

All that certain piece, parcel or tract of land, situate, lying and being in the State of South Carolina, County of Greenville, containing 4.50 acres, as is shown on a plat entitled "Property of Milford D. Kelly" prepared May 13, 1976, by C. O. Riddle, Surveyor, and recorded in the RMC Office for Greenville County in Plat Book C-S at page 88 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an old iron pin on the northeastern side of the right-of-way of U. S. Highway 276 at the corner of property of Cryovac and running thence along the line of said property, N. 74-30 E. 6.4 feet to a point in the center of a branch; thence continuing along the same line, N. 74-30 E. 618.7 feet to an old concrete monument; thence running S. 10-21 E. 455.5 feet to an old iron pin on the bank of a branch which is the property line; thence with the traverse line of said branch, S. 50-22 W. 68.6 feet to a point in the center of said branch at the corner of a tract containing 2.09 acres; and running thence along the line of said tract, N. 36-20 W. 217.6 feet to an iron pin; thence running S. 53-40 W. 335 feet to an iron pin on the northeastern side of the right-of-way of U. S. Highway 276; running thence with the right-of-way of said U. S. Highway 276 the following courses and distances: N. 36-20 W. 84.3 feet to an old iron pin; N. 53-40 E. 25 feet to an old iron pin and N. 36-20 W. 332 feet to the point of beginning; being the same property conveyed to the Mortgagor by the Mortgagees by deed dated May 28, 1976 and to be recorded forthwith.

Purchased From Milford D. Kelly recorded June 2, 1976 Book 1369 page 168.

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining, or that hereafter may be erected or placed thereon.

TO HAVE AND TO HOLD all and singular the said premises unto the Mortgagor, its successors and assigns forever.

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he has good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever. The Mortgagor further covenants to warrant and forever defend all and singular the premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor covenants and agrees as follows:

- 1. To pay all sums secured hereby when due.
2. To pay all taxes, levies and assessments which are or become liens upon the said real estate when due, and to exhibit promptly to the Mortgagee the official receipts therefor.
3. To provide and maintain fire insurance with extended coverage endorsement, and other insurance as Mortgagee may require, upon the building and improvements now situate or hereafter constructed in and upon said real property, in companies and amounts satisfactory to and with loss payable to the Mortgagee; and to deliver the policies for such required insurance to the Mortgagee.
4. In case of breach of covenants numbered 2 or 3 above, the Mortgagee may pay taxes, levies or assessments, contract for insurance and pay the premiums, and cause to be made all necessary repairs to the buildings and other improvements, and pay for the same. Any amount or amounts so paid out shall become a part of the debt secured hereby, shall become immediately due and payable and shall bear interest at the highest legal rate from the date paid.

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