

MORTGAGE OF REAL ESTATE --- SOUTH CAROLINA

This Mortgage made this 15th day of May, 19 79, between Rudy A. Gary

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

WITNESSETH Principal amount of loan is \$2594.61

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 Three Thousand Five Hundred Twenty Eight and 00/100 \$3528.00 (Three Thousand Five Hundred Twenty Eight and 00/100 Dollars), with interest from the date of maturity of said note at the rate set forth therein, due and payable in consecutive installments of \$ Thirty six of \$98.00 each, and a final installment of the unpaid balance, the first of said installments being due and payable on the 21st day of June, 19 79, and the other installments being due and payable on

- 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.

DONNIE S. TANKERSLEY
R.M.C.
FILED
MAY 30 1979
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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 those lots of land in the State of South Carolina, County of Greenville being known and designated as Lots nos. 112 and 113 on a plat of Hunters Acres dated May 1962 and recorded in Plat Book BB at page 51 and having, according to said plat, the following metes and bounds, to-wit**

BEGINNING at an iron pin on the southerly edge of Hill Street at the joint corner of lots nos. 113 and 132 and running thence along the southerly edge of Hill Street, S. 88-46 E. 202.3 feet to an iron pin at the intersection of Hill Street and Boyd Avenue; thence along the westerly edge of Boyd Avenue, S. 10 W. 195.9 feet to an iron pin at the joint front corner of lots nos. 111 and 112; thence N 80 W. 200 feet to an iron pin; thence N. 10 E. 165.4 feet to the point of beginning. This is one of the lots conveyed to the Late J. M. Giffin by deed recorded in Deed Book 458 at page 289 and is subject to restrictive covenants contained in said deed.

This being the same property conveyed to the Mortgagor herein by deed of Beatrice C. and L.A. Smith November 3, 1978, recorded in the RMC office for Greenville County, South Carolina November 13, 1978 in Deed Book 1091 at page 714.

All that piece parcel or lot of land situate and being in Austin Township Greenville County, South Carolina, being lot 111 on plat of W. J. Riddle, Surveyor, May 1952, recorded in the RMC Office for said County in Plat Book BB at page 51 and described as follows:

BEGINNING at an iron pin on Boyd Avenue, corner of lot 112 and running North 80 West 200 feet to an iron pin; thence South 10 West 75 feet to an iron pin; thence South 80 East 200 feet to an iron pin on Boyd Avenue; thence North 10 East 75 feet to the beginning.

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 created 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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