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ASHMORE & HUNTER, ATTORIMENTS, 110 Laurens Road, Greenville, South Carolina 29603 STATE OF SOUTH CAROLINA

MORTGAGE OF REAL ESTATE

16 33 AM 179 COUNTY OF GREENVILLE !!! DONNIE S. TANKERSLEY

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, VICTORY R. TRUSTY

LOUISE W. BRUCE thereinafter referred to as Mortgagor) is well and truly indebted unto

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated berein by reference, in the sum of Five Thousand & 00/100 -----\_\_\_\_\_ Dollars (\$ 5,000.00 1 due and payable

One Thousand & 00/100 (\$1,000.00) Dollars on or before June 12, 1979, and the remaining balance on or before thirty (30) days.

with interest MXXXX from date at the rate of eight per centum per annum, to be paid: 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 Motgagor, 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 present, 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 in Cleveland Township, Greenville County, South Carolina, at or near Caesar's Head, located 100 feet, more or less southeast from the southerly side of the Geer Highway (U.S. Highway No. 276) shown on a plat entitled "Property of Robert M. Coleman", made by J. C. Hill, Registered Surveyor, dated April 21, 1960, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin (said pin being located N. 24-35 W. 41 feet; N. 55-20 E. 168 feet; and crossing a road, N. 20-05 E. 173 feet from the northwestern corner of property now or formerly owned by William Cely) and running thence N. 35-40 W. 57 feet to an iron pin; thence N. 54-20 E. 125 feet to an iron pin; thence S. 35-40 E. 150 feet to an iron pin; S. 54-20 W. 125 feet to an iron pin; thence N. 35-40 W. 93 feet to an iron pin, the beginning corner.

This is the same property conveyed to the Mortgagor herein by deed of Robert M. Coleman dated May 11, 1977 and recorded om the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1056 at Page 468, on May 12, 1977, and Deed rec. Book 1104 page 333 on June 8,1979. Louise W. Bruce 405 Fairhaven Drive Taylors, S. C. 29687

Together with all and singular rights, nembers, berditaments, 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 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 listfully 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.

3

- (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 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 thill be payable on demand of the Mortgagee unless otherwise provided in writing
- (2) That it will keep the improvements now enisting 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 remeals thereof shall be beld by the Mortgagee, and have attached there to 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 encerned to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on He Mortgage debt, whether due or not.