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DONNIE S. TANKERSLEY
R.M.C. MORTGAGE OF REAL ESTATE

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STATE OF SOUTH CAROLINA
COUNTY OF Greenville

In consideration of advances made and which may be made by Sunamerica Financial Corporation Lender, to Sherman Clayton Newman & Nancy D. Newman, Borrower (whether one or more) aggregating nine thousand six hundred & no/100 (\$9,600.00--) (evidenced by note(s) dated July 9, 1979 (hereby expressly made a part hereof) and to secure, in accordance with Section 45-55, Code of Laws of South Carolina (1962), (1) all existing indebtedness of Borrower to Lender (including, but not limited to) the above described advances), evidenced by promissory notes and all renewals and extensions thereof (2) all future advances that may subsequently be made to Borrower by Lender, to be evidenced by promissory notes, and all renewals and extensions thereof, and (3) all other indebtedness of Borrower to Lender now due or to become due or hereafter contracted, the maximum principal amount of all existing indebtedness, future advances, and all other indebtedness outstanding at any time not to exceed Fifty Thousand and no/100 Dollars/ (\$ 50,000.00), plus interest thereon, attorneys fees and court costs, with interest as provided in said note(s), and costs including a reasonable attorneys fee of not less than ten per centum of the total amount due thereon and charges as provided in said note(s) and herein, the undersigned Borrower does hereby mortgage, grant and convey to Lender, and by these presents does hereby grant, bargain, sell convey and mortgage, in fee simple, unto Lender, its successors and assigns the following described property:

All that certain piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, Town of Simpsonville, being known and designated as Lot no. 40 of Subdivision known as Pine Tree, as shown by plat thereof, prepared by Piedmont Engineers and Architects, dated March 19, 1974, and recorded in Plat Book 5-D at Page 63 in the RMC Office for Greenville County, South Carolina.

Reference is hereby made to said plat for a more particular description.

This conveyance is made subject to any restrictive and protective covenants affecting the Subdivision known as PINE TREE, said restrictive and protective covenants being recorded in the RMC Office for Greenville County in Deed Volume 1014 at Page 323.

This conveyance is made subject to any restrictive covenants, building set-back lines, rights of way and easements which may affect the above described property.

Being a portion of the same property conveyed to the grantor herein by deed of Janie Daniel DeTreville, dated September 30, 1971, recorded October 15, 1971 in the RMC Office for Greenville County, S.C. in Deed Volume 927 at Page 503.

Description continued to page 2.

Together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements or additions thereto, shall be deemed to be and remain a part of the property covered by this mortgage; and all of the foregoing, together with said property (or the leasehold estate if this mortgage is on a leasehold) are referred to as the "property".

TO HAVE AND TO HOLD, all and singular, the said property unto Lender and Lender's successors and assigns, forever.

Borrower covenants that he is lawfully seized of the premises herein above described in fee simple absolute (or such other estate, if any, as is stated hereinbefore), that he has good, right, and lawful authority to sell, convey, mortgage or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever except: (If none, so state)

Heritage Federal Savings and Loan

Borrower further warrants and does hereby bind himself, his heirs, executors, administrators and assigns to warrant and forever defend all and singular the premises as herein conveyed, unto the Lender forever, from and against the Borrower and all persons whomsoever lawfully claiming the same or any part thereof.

Borrower further covenants and agrees as follows:

1. That he will promptly pay the principal of and interest on the indebtedness evidenced by the said note (s) at the time and in the manner therein provided. The Lender may collect a "late charge" not to exceed an amount equal to ~~lesser of \$5.00 or five (5)~~ per centum of any installment which is not paid within ten (10) days from the due date thereof to cover the extra expense involved in handling delinquent payments.
2. That this mortgage shall secure the Lender for such further sums as may be advanced hereafter, at the option of the Lender, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein, and also any further loans, advances, readvances or credits that may be made hereafter to the Borrower by the Lender; and that all sums so advanced shall bear interest at the same rate as the mortgage and shall be payable on demand of the Lender, unless otherwise provided in writing.
3. That he will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Lender against loss by fire and other hazards, in such amounts as may be required by the Lender, and in companies acceptable to it, and that he does hereby assign to the Lender all such policies, and that all such policies and renewals thereof, at the option of the Lender, shall be held by it and have attached thereto loss payable clauses in favor of, and in form acceptable to, the Lender.
4. That he will keep all improvements now existing or hereafter erected upon the mortgaged property in good repair and, should he fail to do so, the Lender may, at its option, enter upon said premises, make whatever repairs are necessary and charge the expenses for such repairs to the mortgage debt.

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