

MORTGAGE OF REAL ESTATE ... SOUTH CAROLINA

1474 - 137

This Mortgage made this 3rd day of July, 1979, between Robert Michael Hawkins and Debbie L. Hawkins

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 Thirty three thousand three hundred sixty 300/100 33,360.00 Dollars (\$33,360.00), with interest from the date of maturity of said note at the rate set forth therein, due and payable in consecutive installments of \$ 278.00 each, and a final installment of the unpaid balance, the first of said installments being due and payable on the 9th day of August, 1979, and the other installments being due and payable on

- the same day of each month Net Amount \$1428.47
of each week
of every other week
the ... and ... day of each month

FILED stamp: DONNIE S. TANKERSLEY R.M.C. JUL 19 1979

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 made by 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 piece, parcel or lot of land in Butler Township, Greenville County, State of South Carolina, about 11 miles from the City of Greenville on the West side of the road from Simpsonville to Batesville (formerly Old Augusta Rd) now known as Roper Mountain Rd., being joined on all sides of property owned by Bonnie G. Smith and containing one-half (1/2) acres, more or less and having the following dimensions:

BEGINNING at an iron pin on the Eastern side of Roper Mountain Rd., at the entrance of an old driveway, thence running along said driveway S 17-00 W to an iron pin 207 feet; thence Eastward S 72-10 E 100 feet to an iron pin; thence North N 17-00 E 207 feet to an iron pin on the East side of the Roper Mountain Road; thence N 72-10 W with said Road 100 feet to the point of beginning, the same containing one-half (1/2) acres, more or less.

ALSO: The grantor herein conveys to the grantees the right to use and supply, for household purposes only, water from a deep well adjacent to the property herein conveyed. This right of use and supply is to be confined solely for cooking and washing, and not for any other purpose. This is done in compliance with agreement made between a former grantor, Bonnie G. Smith and M. C. & Nell Hawkins as shown on deed recorded in the R.M.C. Office on the 2nd day of June, 1963, in Book No. 67, Page 131.

This is the same property conveyed to the grantor herein and M. C. Hawkins by Bonnie G. Smith, recorded in Deed Book 67, Page 131. M.C. Hawkins conveyed his one-half (1/2) interest in the above property to the grantor herein by deed dated September 17, 1965 and recorded in the R.M.C. Office for Greenville County in Deed Book 83, Page 24.

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.

Vertical stamp: 0137

Vertical stamp: 4328 RV-2