

S. C.
AUG 11 1979
R.H.C. FISHERSLEY

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STATE OF SOUTH CAROLINA)
COUNTY OF Greenville) MORTGAGE OF REAL ESTATE

In consideration of advances made and which may be made by Sunamerica Financial Corporation Lender, to & Frank M. Hopkins, Borrower (whether one or more) aggregating Twentythree thousand nine hundred forty & no/100 (\$ 23,940.00) (evidenced by note(s) dated August 3, 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 with the buildings and improvements thereon situate, lying and being in the State of South Carolina, Greenville County on the north-west side of Rutledge Avenue and being known as Lot 113, on Plat of property of J. P. Rosamond from a revised plat of Sans Souci Development, made by Dalton & Neves, dated April, 1931, and recorded in the RMC Office for Greenville, S.C. in Plat Book H, Pages 185-186 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwest side of Rutledge Avenue at the joint corner of Lots 112 and 113 and runs thence along the line of Lot 112 N. 64-45 W. 155 feet to an iron pin; thence N. 22-30 E. 65.1 feet to an iron pin; thence along the line of Lot 114 S. 64-45 E. 158.1 feet to an iron pin on the northwest side of Rutledge Avenue; thence along Rutledge Avenue S. 25-15 W. 65 feet to the beginning corner.

This is the same property conveyed to the Grantors by deed of Leonard L. Cash, dated November 23, 1957, recorded in the RMC Office for Greenville, S.C. in Deed Book 588, Page 191.

This conveyance is subject to all restrictions, set back lines, roadways, easements, rights of way, if any, affecting the above described property.

Derivation: Received from Alvin F & Earline E Jones dated 6/30/72 recorded 7/5/72 Vol. 947 Page 597. 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 simply 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)

The Kissell Co.

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 (10) ten 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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