

STATE OF SOUTH CAROLINA

COUNTY OF Greenville

FILED  
REC. S. C.

MORTGAGE OF REAL ESTATE

NOV 14 1979 443

Whereas, Ira B. Smith & Wilma S. Smith  
(Name of Mortgagor)

of the County of \_\_\_\_\_ in the State aforesaid, hereinafter called the Mortgagor, is indebted to Homemakers Loan & Consumer Discount Company, a corporation doing business under the laws of the State of South Carolina, hereinafter called Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference in the principal sum of FOUR THOUSAND TWO HUNDRED NINETY- Dollars (\$ 4297.06 ), SEVEN DOLLARS 06/100

Whereas, the Mortgagee, at its option, may hereafter make additional advances to the Mortgagor, or his successor in title, at any time before the cancellation of this mortgage, which additional advance (s) shall be evidenced by the Note (s) or Additional Advance Agreement (s) of the Mortgagor, shall bear such maturity date and other provisions as may be mutually agreeable, which additional advances, plus interest thereon, attorneys' fees and Court costs shall stand secured by this mortgage, the same as the original indebtedness, provided, however, that the total amount of existing indebtedness and future advances outstanding at any one time may not exceed the maximum principal amount of Twenty thousand and <sup>NO</sup>/<sub>100</sub> Dollars (\$20,000.00), plus interest thereon, attorneys' fees and Court costs.

Now, Know All Men, the Mortgagor in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of One Dollar (\$1.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, assigned, and released, and by these presents does grant, bargain, sell, assign, and release unto the Mortgagee, its successors and assigns the following-described property: All that piece, parcel or lot of land in the County of Greenville, State of South Carolina, situated, lying and being on the eastern side of Citadell Street and being known and designated as Lot No. 15 on a plat entitled "Revision OF A PORTION OF KENMORE TERRACE" recorded in the RMC Office for Greenville County in Plat Book 4-N at page 21 and having such metes and bounds as shown thereon, references to said plat being made for a more complete description. This conveyance is subject to all restrictions setback lines, roadways, zoning

The following described household appliances are, and shall be deemed to be, fixtures and a part of the realty and are, along with any furniture or household goods, which may be hereinafter described, a portion of the security for the indebtedness hereinabove mentioned; said household appliances and other chattels are described as follows: ordinances, easements and rights of way appearing on the property on the record.

This is the same property conveyed to the Grantors herein by deed from A.J. Prince builders Inc., recorded in the RMC Office for Greenville County in Deed Book 938 at page 195 on March 14, 1972. This being the identical property conveyed to Ira B. Smith by Deed of Charles B Peirson & Fredia h Peirson by deed dated 9-27-78 in volume 1088 on page 718.

Together with all and singular the improvements thereon and the rights, members, hereditaments and appurtenances to the same belonging or in any wise appertaining; all the rents, issues, and profits thereof (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and including all heating, plumbing, and lighting fixtures and equipment now or hereafter attached to or used in connection with the real estate herein described.

To Have and To Hold, all and singular the said property unto the Mortgagee, its successors and assigns forever.

The Mortgagor 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, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever except: (If none, so state)

Murphy Taylor & Ellis Inc.

EC TO

RECORDED IN THE RMC OFFICE OF SOUTH CAROLINA  
DOCUMENTARY  
STAMP  
NOV 14 1979

The Mortgagor further covenants to warrant and forever defend all and singular the premises as herein conveyed, 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. That he will promptly pay the principal of and interest on the indebtedness evidenced by the said note and any subsequent note or agreement evidencing additional advances, at the time and in the manner therein provided.

2. That the lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

3. That he will pay as they become due all mortgage loan insurance premiums, taxes, assessments, water rates, and other governmental or municipal charges, fines or imposition, assessed against the property hereby mortgaged. If the Mortgagor fails to make any payments provided for in this section or any other payments for taxes, assessments, or the like, the Mortgagee may pay the same, and all sums so paid shall bear interest at the same rate as the principal debt secured hereby (from the date of such advance) and shall be secured by this mortgage.

4. That he will keep the premises in as good order and condition as they are now, reasonable wear and tear excepted, and will not commit or permit any waste thereof.

5. That he will procure and continuously maintain fire and such other hazard insurance as the Mortgagee may require on the improvements now or hereafter on said premises, and will pay promptly when due any premiums therefor. If he fails to do so, the Mortgagee may cause the same to be done and reimburse itself for such premiums and expenses, and the same shall be secured by this mortgage. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss, Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by the Mortgagor, and each insurance company con-

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