

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

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H.M.C.

MORTGAGE OF REAL ESTATE

BOOK 1433 PAGE 211

NOTICE TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Griffith, Pettit and White Properties, a general partnership organized under the laws of the State of South Carolina (hereinafter referred to as Mortgagor) is well and truly indebted unto Catherine Smith

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

Thirty-Two Thousand and no/100----- Dollars (\$ 32,000.00 ) due and payable

in monthly installments of \$422.89 each with first payment being due on the 28<sup>th</sup> day of November and all remaining payments being due on the 28<sup>th</sup> day of each month thereafter until paid in full; all payments to be first applied to interest and the balance to principal. with interest thereon from date at the rate of 10 per centum per annum, to be paid monthly

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 Mortgagor, 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 presents, 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 with all buildings and improvements thereon situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina and having the following description:

BEGINNING at a stake on North Main Street at the corner of lot of Thomas L. Lewis and running thence with said Main Street N. 75 feet to a stake at corner of lot of A. E. Morris; thence E. 161 feet with line of said A. E. Morris' lot to a stake; thence S. 75 feet to a stake at corner of lot of Thomas L. Lewis; thence W. 161 feet to the beginning corner.

ALSO all my interest in and to that 10 foot strip running from the rear of the above lot to an alley running from East Park Avenue, formerly known as Carrier Street.

This is the identical property conveyed to the grantor herein by deed of Agnes W. Smith dated July 22, 1963 and recorded in the RMC Office of Greenville County, South Carolina in Deed Book 728 at page 126 less, however, that portion obtained by the South Carolina Highway Department for widening of North Main Street by right of way easement granted by the grantor, Catherine Smith, to the South Carolina Highway Department on August 29, 1969.

This conveyance is made subject to all easements, conditions, covenants, restrictions and rights of way which are a matter of record and/or actually existing on the ground affecting the above described property.

Together with all and singular rights, members, hereditaments, 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 lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee 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:

(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 Mortgagor 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 shall be payable on demand of the Mortgagee unless otherwise provided in writing.

(2) That it will keep the improvements now existing 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 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, 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 concerned to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the Mortgage debt, whether due or not.

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