



MORTGAGE OF REAL ESTATE --- SOUTH CAROLINA

This Mortgage made this 12th day of December, 1979, between Tommy W. Locke and Judy S. Locke

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 four thousand nine hundred sixty eight & 00/100 Dollars (\$ 4,968.00---), with interest from the date of maturity of said note at the rate set forth therein, due and payable in consecutive installments of \$ 138.00 each, and a final installment of the unpaid balance, the first of said installments being due and payable on the 17th day of January, 1980, and the other installments being due and payable on

- the same day of each month
of each week
of every other week
the and day of each month

until the whole of said indebtedness is paid.

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 by the mortgagor to 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 our right, title and interest to the following described property:

ALL those adjoining lots of land in the State of South Carolina, County of Greenville, lying on the Northerly and Southerly sides of Allen Avenue with portion lying on the Northerly side of Allen Avenue containing eight acres more or less, and the portion lying on the South of Allen Avenue, containing 2.38 acres more or less, being designated as Tracts 2.2 and 11, Block 1 on Sheet 617.5 of the Greenville County Block Book Maps. The aforesaid eight acre tract is the identical tract conveyed to the late Harold C. Locke and Jessie M. Locke be deed of William Jackson Fisher, recorded on July 22, 1968 in Deed Book 848 at page 647. The 2.38 acre tract is the remaining portion of that tract of land conveyed to the late Harold C. Locke and Jessie G. Locke by deed of J.L. Allen, recorded on May 28, 1960 in Deed Book 651 at page 233. The said Jessie M. Locke died intestate on May 4, 1974 as will appear by reference to Apartment 1361, File 16 in the Office of Probate Court for Greenville County, survived by her husband Harold C. Locke and three childred, to wit: Clara A. Booksin, Harold T. Locke and Tommy W. Locke.

The said Harold C. Locke died intestate on July 24, 1977 as will appear by reference to Apartment 1479 at File 10 in the Office of Probate Court for Greenville County survived by, Ruth M. Locke, Clara A. Booksin, Harold T. Locke and Tommy W. Locke. It is the intent of the grantors in executing this deed to convey all of their interest in the subject property to the Grantees regardless of the source of such interest of interests.

SEE SECOND PAGE

THIS property is conveyed subject to any easements or rights-of-way affecting same.

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.

SC 100 DECEMBER 27 1979 1425

0117

4328 RV-2