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STATE OF SOUTH CAROLINANNI L.M.C.
COUNTY OF Greenville

MORTGAGE OF REAL ESTATE

ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being located on Dorsey Boulevard and being known and designated as Lot 499 on Plat of property of Abney Hills, Brandon Plant, which plat is recorded in the RMC Office for Greenville County in Plat Book QQ, Pages 56-59, and having metes and bounds as shown thereon.

This being the same property acquired by the Grantors herein by deed of Elizabeth B. Melear recorded October 10, 1977 in the RMC Office for Greenville County in Deed Book 1066 at Page 489.

Grantee assumes and agrees to pay the balance due on that certain mortgage to Elizabeth B. Melear in the original amount of \$12,900.00 recorded on October 10, 1977 in the RMC Office for Greenville County in Mortgage Book 1412 at Page 492.

This conveyance is made subject to all restrictions, easements and rights of way of record including but not limited to restrictive covenants recorded in Deed Book 622 at Page 325 in the RMC Office for Greenville County.

Derivation: Received from Robert D. Buchanan and Becky M. Buchanan 8/16/78, recorded 8/17/78 in Book 1085 at Page 492.

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)

Elizabeth B. Melear

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 "fate charge" not to exceed an amount equal to <u>lesser of \$5.00 or five (5)</u> per centum of any installment which is not paid within ten (10) 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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