FILED

Prepared by Sidney L. Rey, Attorney at Law, 114 Manly Street, Greenville, South Carolina.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

JAN 16 10 33 AM 1969

# Mortgage of Real Estate

GLENN FARNSWORTH
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN

WHEREAS, Edward J. Jaskwhich and Dorothy W. Jaskwhich

(hereinafter referred to as Mortgagor) is well and truly indebted unto M. T. Sloan

(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 Forty Thousand and No/100 ($40,000.00)---------- Dollars, due and payable: in five (5) equal installments of $8,000.00 each, each annual installment payable on the 12th day of January, and in addition to the annual installment to pay interest annually at the rate of six (6) per cent, on the unpaid balance.

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

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 tract of land containing Thirty-Seven (37) acres, more or less, according to a plat prepared by H. S. Brockman, Surveyor, July 5, 1954, situated on the road leading from Greer to Roper Mountain and also on the road leading from Pelham to Brushy Creek Road, about two miles north of Pelham in Butler Township, Greenville County, State of South Carolina, having courses and distances according to a survey and plat of H. S. Brockman, Surveyor, dated July 5, 1954, as follows, to wit:

BEGINNING at an iron pin on the east side of the road leading to Brushy Creek, also known as the Augusta Road, and thence along said road N. 52-45 W. 206.5 feet to a point in the center of said road; thence along a ditch or gully as follows: S. 27-54 W. 157 feet; S. 62-39 W. 114 feet; S. 34-57 W. 167.2 feet; S. 70-50 W. 54 feet; S. 55-52 W. 115.7 feet; and S. 45-14 W. 134.8 feet to a stake on the bank of a branch; thence down said branch S. 28-05 W. 327 feet to the intersection of another branch; thence up the other branch S. 70-55 W. 402.5 feet to a bend; thence S. 49-55 W. 138 feet to a bend; thence S. 37-30 W. 115 feet to an iron pin on the bank of the branch; thence S. 54-18 E. 1704 feet, crossing the Roper Mountain Road to an iron pin; thence N. 41-30 E. 430 feet to an iron pin; thence N. 16-10 W. 1394 feet to an iron pin; thence N. 17-30 E. 305 feet to the beginning corner.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging or 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 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.

(3) That it will keep all improvements now existing or hereafter erected in good repair, and, in the case of a construction loan, that it will continue construction until completion without interruption, and should it fail to do so, the Mortgagee may, at its option, charge the expenses for such repairs or the completion of such construction to the mortgage debt.

(4) That it will pay, when due, all taxes, public assessments, and other governmental or municipal charges, fines or other impositions against the mortgaged premises. That it will comply with all governmental and municipal laws and regulations affecting the mortgaged premises.

(5) That it hereby assigns all rents, issues and profits of the mortgaged premises from and after any default hereunder, and agrees that, should legal proceedings be instituted pursuant to this instrument, any judge having jurisdiction may, at Chambers or otherwise, appoint a receiver of the mortgaged premises, with full authority to take possession of the mortgaged premises and collect the rents, issues and profits, including a reasonable rental to be fixed by the Court in the event said premises are occupied by the mortgagor and after deducting all charges and expenses attending such proceeding and the execution of its trust as receiver, shall apply the residue of the rents, issues and profits toward the payment of the debt secured hereby.

(6) That if there is a default in any of the terms, conditions, or covenants of this mortgage, or of the note secured, then, at the option of the Mortgagee, all sums then owing by the Mortgagor to the Mortgagee shall become immediately due and payable, and this mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the Mortgagee become a party of any suit involving this Mortgage or the title to the premises described herein, or should the debt secured hereby or any part thereof be placed in the hands of any attorney at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee, shall thereupon become due and payable immediately or on demand, at the option of the Mortgagee, as a part of the debt secured hereby, and may be recovered and collected hereunder.