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MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN

WHEREAS,

COUNT

FILED

JUN 1 1 1969

Mrs. Contractsworth

R. H. C. SOUTH POP TO

Donald J. and Agnes R. Tammen (hereinafter referred to as Mortgagor) is well and truly indebted unto

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S. C. Disc. House, Inc.

(hereinafter referred to as Mortgages) 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 40/100 Dollars (\$4, 280, 400) due and payable Forty-two hundred eighty-

72 @ \$59.45

July 10, 1969 First payment date

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgages 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 trulp yaid 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 Mortgagos, its successors

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and Greenville being in the State of South Carolina, County of

"All that certain piece, parcel or lot of land situate, lying and being in Greenville County, S.C., being shown as Lot 3 on the plat of South forest Estates recorded in Plat Book GG at page 181, and having according to said plat the following metes and bounds: "BEGINNING at an iron pin on the southern side of East Belvedere Road at joint fromt corner of Lots 2 and 3 and running thence with the southern side of Belvedere Road, N 73-19 E 53.2 feet to an iron pin; thence continuing H. 66-59 E 26.2 feet to an iron pin at corner of Lot 4; thence with line of Lot 4, S 30-38 E 120.6 feet to an iron pin at corner of Lot 4; thence S 59-22 W 111.5 feet to an iron pin at corner of Lot 2; thence with line of Lot 2, N 16-30 W 140 feet to the beginning corner.

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 encumber accept as provided herein. The Mortgagor further covenants to warrant and forever detend all and simpler the said premises unto the Mortgagoe forever, from and against the Mortgagor and all persons whomsever 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 Mortgage, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgage for any further loans, advances, readvances or crists that may be made hereafter to the Mortgage 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 been 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 statched 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, enter upon said premises, make whatever repairs are necessary, including the completion of any construction work underway, and 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 imposi-tions 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 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 mortgager 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 hereby, then, at the option of the Mortgage, all sums then owing by the Mortgagor to the Mortgage 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 Mortgage become a party of any suit involving this Mortgage or the title to the premises described herein, or should the debt secured hereby or arty 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.
- (1) That the Mortgagor shall hold and enjoy the premises above conveyed until there is a default under this mortgage or in the note accured hereby. It is the true meaning of this instrucent that if the Mortgagor shall fully perform all the terms, conditions, and covenants of the mortgage, and of the note secured hereby, that then this mortgage shall be utterly null and void; otherwise to remain in full force and virt
- (8) That the covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and sasigns, of the parties hereto. Whenever used, the singular shall included the plural, the plural the singular and the use of any gender shall be applicable to all genders.