OCT 26 1971 Mrs. Ollie Farnsworth

BOOK 1211 PAGE 369 11763

MORTGAGE TO ALL WHOM THESE PRESENTS MAY CONCERN: .(hereinafter referred to as Mortgagor) SEND(S) GREETINGS: . WHEREAS, the Mortgagor is well and truly indebted unto SPARTANBURG BANK AND TRUST COMPANY, a South Carolina corporation; (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_ Thirteen-hundred, sixty-eight and 72/100-----Dollars (\$ 1368.72), with interest thereon from date at the rate as specified in said promissory note, said principal and interest to be repaid as therein stated,

WHEREAS, the Mortgagor may hereafter become indebted to the 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 purpose;

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 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:

Lot #1 on Plat for Peter H. Wuest dated January 24, 1961, by R. K. Campbell

Together with all and singular the rights, members, hereditaments and appurtenances to the same belonging or in any way incident or appertaining, and all of the rents, issues and profits which may arise or be had therefrom, and including all heating, plumbing and lighting fixtures and any other equipment or 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 successors and assigns forever.

The Mortgagor covenants that he is lawfully seized of the premises hereinaliove 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:

- That he will promptly pay the prir the indebtedness evidenced by the said promissory note, at the times and in the manner therein provided.
- 2. 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; and that 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.
- 3. That he will keep the improvements now existing or hereafter erected on the mortgaged property insured against loss by fire and other hazards, in companies acceptable to the Mortgagee, in an amount not less than the balance due upon the obligation secured by this mortgage plus the balance due upon any obligation(s) secured by any mortgage(s) constituting a lien(s) prior to the lien of this mortgage; that all such policies shall have loss payable clauses reflecting the interest of the Mortgagee; and that such policies shall be held by the Mortgagee unless they are held by the holder of a mortgage constituting a lien prior to the lien of this mortgage, in which event the Mortgagor shall furnish to the Mortgagee with respect to each policy a certificate of insurance issued by the insurance company reflecting the coverages, terms and provisions.
- 4. That he will keep improvements now existing or hereafter erected upon the mortgaged property in good repair, and should he fail to do so, the Mortgagee may, at its option, enter upon said premises, make whatever repairs are necessary and charge the expenses for such repairs to the mortgage debt.
- 5. That the Mortgagee may require the maker, co-maker or endorser of any indebtedness secured hereby to carry life insurance upon himself in a sum sufficient to pay all sums secured by this mortgage, designating the Mortgagee as beneficiary thereof, and, upon failure of the Mortgagor to pay the premiums therefor, the Mortgagee may, at its option, pay said premiums, and all sums so advanced by the Mortgagee shall become a part of the mortgage debt.