

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE }

1977

1416 pg 11

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN

WHEREAS, James Miley Hicks

(hereinafter referred to as Mortgagor) is well and truly indebted unto
CN MORTGAGES, INC., Post Office Box 10242,
Greenville, South Carolina, 29603

(hereinafter referred to as Mortgagor) as evidenced by the Mortgagor's prior note of record, even date herewith, the terms of which are incorporated herein by reference, in the sum of

Fifteen Thousand and no/100----- Dollars 15,000.00 due and payable

**In One Hundred Twenty (120) consecutive monthly installments of
Two Hundred Thirty-two and 87/100 (\$232.87) dollars, beginning
on December 10, 1977, and on the same day of each month there-
after until paid in full.**

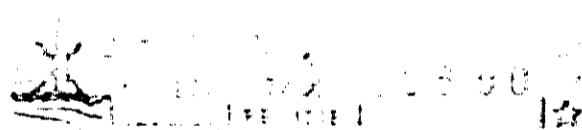
with interest thereon from **November 10, 1977** at the rate of **14.00** per centum per annum, to be paid

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagor 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 Mortgagor at any time for advances made to or for his account by the Mortgagor, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagor 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 Mortgagor, its successors and assigns

**All those pieces, parcels or lots of land in the City of
Greenville, County of Greenville, State of South Carolina, situate, lying
and being on the Southern side of Wilderness Lane, being known and designated
as Lots No. 60 and 61 on a plat of Cleveland Forest, prepared by Dalton
& Neves, dated May, 1940, and recorded in the RMC Office for Greenville
County, South Carolina, in Plat Book "K" at Page 45-47, reference to said
plat being hereby craved for a metes and bounds description.**

**This is the same property conveyed to the mortgagor herein
by deed of Grace S. Prevost recorded July 15, 1968 in the RMC Office for
Greenville County in Deed Book 848 at Page 380.**



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Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appurtenant, and all of 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 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 Mortgagor, 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 Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagor for such further sums as may be advanced hereafter, at the option of the Mortgagor, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagor for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagor 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 Mortgagor 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 Mortgagor against loss by fire and any other hazards specified by Mortgagor, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagor, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagor, and have attached thereto loss payable clauses in favor of, and in form acceptable to the Mortgagor, and that it will pay all premiums therefor when due; and that it does hereby assign to the Mortgagor 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 Mortgagor, 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 Mortgagor may, at its option, enter upon said premises, make whatever repairs 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.

[4328 RV-2]