

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE CO. S.C.
18/13 11/26/79

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN

4328 1457 ac 480

WHEREAS, **Bobby Lee Cox and Myrtle B. Cox**

(hereinafter referred to as Mortgagors) as well and truly indebted unto **CN MORTGAGES, INC., P. O. Box 10242, Federal Station, Greenville, S. C. 29603**

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

Ten Thousand and no/100----- Dollars 10,000.00 Due and payable

In One Hundred Twenty (120) consecutive monthly installments of One Hundred Fifty-five and 25/100 (\$155.25) dollars, beginning on March 9, 1979, and on the same day of each month thereafter until paid in full,

with interest thereon from **February 9, 1979** 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 and private, 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 Mortgagor at any time for advances made to or for his account by the Mortgagor, and also in consideration of the former sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid to the Mortgagor at and before the writing and delivery of this instrument, 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 that certain piece, parcel or lots of land, situate, lying and being on the southern side of S. C. Hwy. 171 (Rutherford Road), being shown and designated as Lots 4 and 5 on a Plat of Section 3, Gilreath Estates, recorded in the RMC Office for Greenville County in Plat Book 4-N, at Page 9, reference to said plat being hereby craved for a more particular description.

This being the same property conveyed to the mortgagors herein by deed of James C. Derieux recorded in the RMC Office for Greenville County in Deed Book 1080 at Page 903 on June 12, 1978.

Together with all and singular fixtures, members, tools, materials, and appurtenances to the same belonging, to the use incident to agriculture, and all of the rights and privileges which they are entitled thereto, and to all the minerals, mining, and oiling rights, and all other rights, title, and interests whatsoever, in and to the above described property, subject to the right of the Mortgagor to retain, and to require, either that the Mortgagor pay to the Mortgagor the amount of the taxes, insurance premiums, and other charges, or to cause the same to be paid by the Mortgagor, and to deduct the same from the monthly payments due to the Mortgagor.

TO HAVE AND TO HOLD DUE AND PAYABLE TO THE MORTGAGOR THE SUM OF \$10,000.00, OR THEREABOUTS,

The Mortgagor, notwithstanding any provision to the contrary contained in the principal instrument described above, shall pay to the Mortgagor, and to the Mortgagor's heirs, executors, administrators, successors, and assigns, and to any other person or persons entitled thereto, the sum of \$10,000.00, or thereabouts, within ten days of the date of recording of this instrument, and thereafter, and until paid in full, the principal amount of the mortgage, and interest thereon, and all other amounts due to the Mortgagor, and to the Mortgagor's heirs, executors, administrators, successors, and assigns, and to any other person or persons entitled thereto, and to cause the same to be paid by the Mortgagor, and to deduct the same from the monthly payments due to the Mortgagor.

The Mortgagor further covenants and agrees, as follows:

(1) That the Mortgagor shall insure the Mortgaged property against loss or damage by fire and other hazards specified by Mortgagor, for the amount of the principal amount of the mortgage, plus interest accrued thereon, plus a sum sufficient to cover the cost of repairing and restoring the Mortgaged property to its original condition, and that the insurance premium be paid to the Mortgagor by the Mortgagor, and that the Mortgagor shall have the right to make any changes in the insurance coverage, provided that the same are as the original policy and shall be payable in advance to the Mortgagor, and to the Mortgagor's heirs, executors, administrators, successors, and assigns.

(2) That the Mortgagor shall keep all improvements now existing or hereafter erected on the Mortgaged property, and that the same shall be held by the Mortgagor against loss by fire and other hazards specified by Mortgagor, for the amount of the principal amount of the mortgage, plus interest accrued thereon, plus a sum sufficient to cover the cost of repairing and restoring the Mortgaged property to its original condition, and that the insurance premium be paid to the Mortgagor by the Mortgagor, and that the Mortgagor shall have the right to make any changes in the insurance coverage, provided that the same are as the original policy and shall be payable in advance to the Mortgagor, and to the Mortgagor's heirs, executors, administrators, successors, and assigns.

(3) That it will keep an insurance company or companies selected by the Mortgagor, and to the last of the Mortgagor's heirs, that it will continue construction after completion without interruption, and should it fail to do so, the Mortgagor shall at all times afford prompt, make whatever repairs necessary, including the completion of any work which it fails to do, and charge the expenses for such repairs to the completion of such work, and to the Mortgagor, to the extent of the balance owing on the mortgage debt, whether due or not.

(4) That it will keep an insurance company or companies selected by the Mortgagor, and to the last of the Mortgagor's heirs, that it will continue construction after completion without interruption, and should it fail to do so, the Mortgagor shall at all times afford prompt, make whatever repairs necessary, including the completion of any work which it fails to do, and charge the expenses for such repairs to the completion of such work, and to the Mortgagor, to the extent of the balance owing on the mortgage debt.

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