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STATE OF SOUTH CAROLINA DON HE S. TANKERSLEY MORTGAGE OF REAL ESTATE R.H.C.

In consideration of advances made and which may be made by Sunamerica Financial Corporation

ALL that piece, parcel or lot of land in the State of South Carolina, County of Greenville, on the northern side of Stanley Drive, near the City of Greenville, being shown as Unit 79 on a plat of Harbor Town, recorded in the R.M.C. Office for Greenville County in Plat Book 5P at Pages 13 and 14, and being more particularly described as follows:

BEGINNING at a point at the joint corner of Units 79 and 80, and running S. 39-10 W. 20.7 feet; thence turning and running S. 50-50 E. 73 feet; thence turning and running N. 39-10 E. 20.7 feet; thence turning and running N. 50-50 W. 73 feet to the point of beginning.

This is the same property conveyed to the grantor by Ronald H. and Betty E. Shelnutt by deed dated August 30, 1976 and recorded on August 31, 1976 in the R.M.C. Office for Greenville County, S. C. in Deed Book 1042 at Page 122.

The foregoing conveyance is subject to the terms of that Declaration of Covenants, Conditions and Restrictions, executed by Harbor Town limited Partnership on January 26, 1976, and recorded in theR:M.C. Office for Greenville County, S. C. on February 6, 1976, in Deed Book 1031, Page 271.

Derivation: Deed Book 1090, Page 389 from Harbor Town Limited Partnership, on October 23, 1978.

Together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements or additions thereto, shall be deemed to be and remain a part of the property covered by this mortgage; and all of the foregoing, together with said property (or the leasehold estate if this mortgage is on a leasehold) are referred to as the "property".

TO HAVE AND TO HOLD, all and singular, the said property unto Lender and Lender's successors and assigns, forever.

Borrower covenants that he is lawfully seized of the premises herein above described in fee simply absolute (or such other estate; if any, as is stated hereinbefore), that he has good, right, and lawful authority to sell, convey, mortgage or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever except: (If none, so state)

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Borrower further warrants and does hereby bind himself, his heirs, executors, administrators and assigns to warrant and forever defend all and 'singular the premises as herein conveyed, unto the Lender forever, from and against the Borrower and all persons whomsoever lawfully claiming the sagge or any part thereof.

Borrower further covenants and agrees as follows:

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- 1. That he will promptly pay the principal of and interest on the indebtedness evidenced by the said note (s) at the time and in the manner therein provided. The Lender may collect a "late charge" not to exceed an amount equal to <u>lesser of \$5.00 or five</u> percentum of any installment which is not paid within <u>ten</u> days from the due date thereof to cover the extra expense involved in handling delinquent payments.
- 2. That this mortgage shall secure the Lender for such further sums as may be advanced hereafter, at the option of the Lender, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein, and also any further loans, advances, readvances or credits that may be made hereafter to the Borrower by the Lender; and that all sums so advanced shall bear interest at the same rate as the mortgage and shall be payable on demand of the Lender, unless otherwise provided in writing.
- 3. That he will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time(the time by the Lender against loss by fire and other hazards, in such amounts as may be required by the Lender, and in companies acceptable to it, and that he does hereby assign to the Lender all such policies, and that all such policies and renewals thereof, at the option of the Lender, shall be held by it and have attached thereto loss payable clauses in favor of, and in form acceptable to, the Lender.
- 4. That he will keep all improvements now existing or hereafter erected upon the mortgaged property in good repair; and, should he fail to do so, the Lender may, at its option, enter upon said premises, make whatever repairs are necessary and charge the expenses for such repairs to the mortgage debt.

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