MORTGAGEE'S MAILING ADDRESS: P. O. Box 3554, Park Place, Greenville, S. C. 29608

Prepared by Sidney I. P. America at Law III Manly Survey Green and South Condition of S. C.

STATE OF SOUTH CAROLINA (

Mortgage of Real Estate

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SLEY O ALL WHOM THESE PRESENTS MAY CONCERN
THIS IS A PURCHASE MONEY MORTGAGE

WHEREAS. I, William C. Stuart,

thereinafter referred to as Mortgageer 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 Fifteen Thousand and No/100 (\$15,000.00)------ Dollars,

due and payable: in monthly installments of \$131.64 each, commencing 10 January 1981, and continuing on the 10th day of each and every month thereafter, with the entire balance being due and payable on or before 15 December 1985, said payments to be applied first to interest, with balance to principal to the first to with interest thereon from date at the rate of ten (10%) per centum per annum, to be paid: monthly, as amortized.

WHEREAS, the Mortgagor may bereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, incurance 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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Bollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, its successors and assigns:

All that certain piece, parcel, or lot of land in the City of Greenville, County of Greenville, State of South Carolina, known and designated as a portion of Lot No. 2 as shown on a plat of James Birnie's lots, prepared by Will D. Neves, on January 9, 1911, and recorded in the RMC Office for Greenville County, S. C., in Plat Book "C", at Page 200, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the South side of McKay Street (now known as Woodfin Street) at the joint front corner of Lots 1 and 2, and running thence with the south side of McKay Street S. 86-15 W. 50 feet to an iron pin at the corner of Lot 3; thence with the line of lot 3, S. 3-15 E. 108 feet 9 inches to a point at the rear corner of other property this date conveyed to the mortgagor; running thence along the line of other property this date conveyed to the mortgagor, S. 86-39 W. 50 feet to a point on the line of Lot 1; thence along the line of Lot 1, N. 3-15 W. 108 feet 11 inches.

The within is a portion of that property conveyed to the mortgagor by deed of Mary Blanch O'Neal, dated 15 December 1980, to be recorded herewith.

Together with all and singular rights, members, hereditaments, and apportenances to the same belonging or in any way incident or apportaining, 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 Mortpapee, its heirs, successors and assigns, forever,

The Mortgagor covenants that it is lawfully selred 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 whomsever claiming the same or any part thereof.

The Mortgagor further covenants and agrees as follows:

- That this mortgage shall secure the Mortgagee for such further sums as may be advanced bereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants berein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made bereafter to the OMortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face bereof. 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.
- Item time to time by the Mortgagee against less by fire and any other harards specified by Mortgagee, in an amount not less than the Smortgage delt, or in such an ourse as may be required by the Mortgagee, in an amount not less than the Smortgage delt, or in such an ourse as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies pand remarks thereof shall be held by the Mortgagee, and that it will pas 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 of directly to the Mortgagee, to the extent of the balance owing on the Mortgage delt, whether due or not.
- 31. That it will keep all improvements now existing or hereafter crested in road repair, and, in the case of a construction loan, that it will continue construction, and a construction without interruption, and should it fail to do so, the Mortragee may, at its option, charge the expenses for such require or the completion of such construction to the mortrage delt.
- (4) That it will pay, when due, all taxes, public assessments, and other governmental or much ipal charges, fines or other impediations against the murtipaged premises. That it will comply with all governmental and muricipal laws and regulations affecting the murtipaged premises.
 - (5) That it herely assigns all rents, issues and quofits of the mortisped previses from and after any default becomder, and arress that, should legal proceedings be instituted pursuant to this instrument, any judge having jurisdiction may, at Charders or otherwise, appoint a receiver of the mortesped premises, with full authority to take possession of the mortesped premises and collect the rents, issues and profits, including a reasonable rental to be fixed to the Court in the exent said treatises are occupied by the mortesper 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 so used hereby.
- option of the Mortgarce, all sums then owing he the Mortgarce to the Mortgarce shall be ome immediately due and payable, and this omortgarce may be forcelosed. Should any legal proceedings be instituted for the force begins of this mortgarce, or should the Mortgarce become a party of any suit involving this Mortgarce or the title to the new ises described herein, or should the delt secured herein or should the delt secured herein or party thereof be placed in the hands of any atterney at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgarce, and a reasonable attorney's fee, shall thereupon become due and payable immediately or an demand, at the option of the Mortgarce, as a part of the delt so used hereby, and may be received and collected hereunder.

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