MORTGAGE OF REAL ESTATE - George F. Townes, 121 Manly Street, Greenville, S. C.

Patricia M. Smith
Star Route
Cleveland, SC 29635

STATE OF SOUTH CAROLINA STATE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS. James David Grant

(hereinafter referred to as Mortgagor) is well and truly indebted unto Patricia M. Smith

(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

Six Thousand ----- Dollars (\$6,000.00) due and payable

\$200 one month from date and \$200 on the same date of each succeeding month thereafter for a total of thirty-nine payments, with the entire remaining balance to be paid forty months after date; the payments to be applied first to the interest and then to the principal.

with interest thereon from date at the rate of 18 per centum per annum, to be paid: computed & paid monthly

WHEREAS, the Mortgagor may hereafter become indebted to the said 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 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 Dollars (\$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 piece, parcel or lot of land situate in Greenville County, State of South Carolina, in Cleveland Township, and further shown as Tract D on a plat prepared by Webb Surveying and Mapping Co., November, 1978, recorded in the RMC Office for Greenville County, Plat Book 8T at page 74, reference to said plat being made for a fuller description.

This mortgage is subject to rights of way of record, including a 50 foot right of way reserved in the deed to the grantor and the rights of way of Duke Power Company and Greenville Water Works shown on the plat.

This mortgage includes a "mobile" home, Monarch 56-FK, 1964, serial number 56-10-656 which is underpinned, is indistinguishable in its relation to this land from any other house, and is considered by the parties as a fixture.

This is the same property conveyed to me by Patricia M. Smith by deed of even date, to be recorded, and this is a purchase money mortgage.

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Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, 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 thicked, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the small 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 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 begin. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee 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 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. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgager by the Mortgagee 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 Mortgagee 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 Mortgagee against loss by fire and any other hazards specified by Mortgagee, in an amount not less than the mortgage debt, or in Ouch amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagee, and have attached thereto loss payable clauses in favor of, and in form acceptable to the Mortgagee, and that it will pay 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 directly to the Mortgagee, to the extent of the balance owing on the Mortgage debt, whether due or not.

AND AND ASSESSED.

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