| CREFNVILLE CO | RTGAGE OF REAL ES | TATE SOUTH CAR | Be: 1607 | · | |
|---|---|---|--|--|--|
| This Albertgage | EY and day of | | | . 19 83 between | |
| Alto | on E. Norton and Fid | | | | |
| called the Mortgagor, andCrediti | rift of America, Ir | merica, Inc, hereinafter called the Mortgagee. | | | |
| | | NESSETH | | | |
| WHEREAS, the Mortgagor in and by h | is certain promissory note in wi | riting of even date herewith is t | well and truly indebted to the | Mortgagea in the full | |
| and just sum of Nine Thousand Eigh | | | | | |
| Si maturity of said note at the rate set forth the | eventeen Dollars and | d 55/100 Itive installments of \$ | 265.00 | each, | |
| and a final installment of the unpaid balance | | • | Cal. | | |
| | , 19 <u>8</u> | = , 19 83 , and the other installments being due and payable on | | | |
| XX the same day of each month | | Net Amour | it \$7173.30 other week | | |
| of e | ach week the | and | day of eac | day of each month | |
| until the whole of said indebtedness is paid. If not contrary to law, this mortgage mortgage shall in addition secure any future NOW THEREFORE, the Mortgagor, in to the terms of the said note, and also in a these presents hereby bargains, sells, grants a | advances by the Mortgagee to the i consideration of the said debt cosideration of the further sum | e Mortgagor as evidenced from t and sum of money aforesaid, an of \$3.00 to him in hand by th | ime to time by a promissory n d for better securing the paym a Mortgagee at and before the | ent thereof, according sealing and delivery of | |
| | County, South Caro | | | | |
| ALL that certain piece, constructed theron, situ | ate, lying and bein | in the State of So | outh Carolina, Cou | nty of | |

4.18 acres, more or less on plat for Alton E. Norton and Fidelia V. Norton, dated March, 1979, prepared by Charles F. Webb, RLS #1577, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at a spike in the center of S.C. Highway 418, said spike being 1643.56 feet east of Fairview Road, thence running, N. 12-41W. 888.09 feet to an iron pin; thence turning and running, S.68-29E. 250 feet to an iron pin; thence turning and running, S.16-44W. 695.3 feet to a spike in the center of S.C. Highway 418; thence with the center of said road, S. 65-04W. 225 feet to a spike; thence still with said S.C. Highway 418, S. 67-27W. 36.52 feet to the point of beginning.

THIS is a portion of that property conveyed to the mortgagors by deed of Lindsay J. Forrester and Quentin O. Ball recorded in the RMC Office for Greenville County in Deed Book 1187 at page 409 on April 29th, 1983.

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining, or that hereafter may be erected or placed the reon.

TO HAVE AND TO HOLD all and singular the said premises unto the Mortgagor, its successors and assigns forever.

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he has good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever. The Mortgagor further covenants to warrant and forever defend all and singular the premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

If not prohibited by law or regulation, this mortgage and all sums hereby secured shall become due and payable at the option of the mortgagee and without notice to mortgagor forthwith upon the conveyance of mortgagor's title to all or any portion of said mortgaged property and premises, or upon the vesting of such title in any manner in persons or entities other than, or with, mortgagor unless the purchaser or transferee assumes the indebtedness secured hereby with the consent of the mortgagee.

installment of principal or of interest on said prior mortgage, the holder of this mortgage may pay such installment of principal or such interest and the amount If this mortgage is subject and subordinate to another mortgage, it is hereby expressly agree so paid with legal interest thereon from the time of such payment may be added to the indebtedness secured by this mortgage and the accompanying note shall be deemed to be secured by this mortgage, and it is further expressly agreed that in the event of such default or should any suit be commenced to foreclose said prior mortgage then the amount secured by this mortgage and the accompanying note shall become and be due and payable at any time thereafter at the sole option of the owner or holder of this mortgage.

The Mortgagor covenants and agrees as follows:

1. To pay all sums secured hereby when due.

2. To pay all taxes, levies and assessments which are or become liens upon the said real estate when due, and to exhibit promptly to the Mortgagee the

official receipts therefor.

3. To provide and maintain fire insurance with extended coverage endorsement, and other insurance as Mortgagee may require, upon the building and improvements now situate or hereafter constructed in and upon said real property, in companies and amounts satisfactory to and with loss payable to the Mortgagee; and to deliver the policies for such required insurance to the Mortgagee.

4. In case of breach of covenants numbered 2 or 3 above, the Mortgagee may pay taxes, levies or assessments, contract for insurance and pay the premiums, and cause to be made all necessary repairs to the buildings and other improvements, and pay for the same. Any amount or amounts so paid out shall become a part of the debt secured hereby, shall become immediately due and payable and shall bear interest at the highest legal rate from the date paid.

5. That Mortgagor (i) will not remove or demolish or alter the design or structural character of any building now or hereafter erected upon the premises unless Mortgagee shall first consent thereto in writing; (ii) will maintain the premises in good condition and repair; (iii) will not commit or suffer waste thereof; (iv) will not cut or remove nor suffer the cutting or removal of any trees or timber on the premises (except for domestic purposes) without Mortgagee's written consent; (v) will comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the premises, and will not suffer or permit any violation thereof.

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