## State of South Carolina,

County of GREENVILLE

VOL 1680 PAGE 566

## TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:

WHEREAS, I, we the saidGary Frederick Caldwell & Leigh W. Caldwell _ hereinafte
called Mortgagor, in and by my, our certain note or obligation bearing even date herewith, stand indebted
firmly held and bound unto the Citizens and Southern National Bank of South Carolina, <u>Easley</u> ,
S. C., hereinafter called Mortgagee, the sum of $\frac{$10,802.27}{0}$ plus interest as stated in the note of
obligation, being due and payable in 120 equal monthly installments commencing on the 30t
day of <u>September</u> 19_84, and on the same date of each successive month thereafter
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 fo
any other purposes:
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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 Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee 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 Mortgagee, its successors and assigns:

ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 66, as shown on a plat of the subdivision of PALMETTO DOWNS, Section I, which is recorded in the Office of the RMC for Greenville County, S. C. in Plat Book 6-H at Page 82, reference to said plat is hereby made for a metes and bounds description.

This is the same lot of land conveyed unto the Mortgagors herein by Deed of The Fortis Corporation (same as The Fortis Corporation, A North Carolina Corporation), dated April 6, 1979 and recorded April 11, 1979 in the RMC Office for Greenville County, South Carolina in Deed Book 1100 at Page 286.

This is a second mortgage upon the above-described property, being junior in lien to that mortgage given by Gary Frederick Caldwell and Leigh W. Caldwell to First Federal Savings and Loan Association, dated April 10, 1979 and recorded April 11, 1979 in the RMC Office for Greenville County, S. C. in Mortgage Book 1462 at Page 833, in the original amount of \$47,400.00.

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Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of 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 fixtures and equipment, other than the usual household futniture, 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 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 whomsoever lawfully claiming the same or any part thereof.

The Mongagor further covenants and agrees as follows

- (1) That this mortgage shall secure the Mortgagete for such further sums as may be advanced hereafter, at the option of the Mortgagete, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagete for any further loars, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgaget 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 Mortgaget unless otherwise provided in writing
- (2) That it will keep the improvements now existing or hereafter erected on the mortgaged properly 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 such 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 Mortgagee debt whether due or not
- (3) That it will keep all improvements now existing or hereafter crected in good repair, and, in the case of a construction loan, that it will controlle construction uniformly completion without interruption, and should it fail to do so, the Mortgagee may, at its option, enter upon said premies make whatever repairs necessary, including the completion of any construction work underway, and charge the expenses for such repairs or the completion of action construction to the mortgage debt.

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