

BOOK 46 PAGE 149
PACK 1340 PAGE 377

MORTGAGE OF REAL ESTATE—Griffith & Howard, 111 Pettigru Street, Greenville, S. C.
GREENVILLE CO. S. C.

**STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE**

1423 3 17 PM MORTGAGE OF REAL ESTATE
DONNIE S. TANNER TO ALL WHOM THESE PRESENTS MAY CONCERN
F.H.C.

WHEREAS, I, John C. Joy

(hereinafter referred to as Mortgagor) is well and truly indebted unto

Ernest J. Howard and Charles E. Griffin

(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 Seven Hundred Fifty and no/100 -----

Dollars (\$ 750.00) due and payable

S.C. in Plat Book M, at page 127 and having, according to said plat and a recent survey made by J.C. Hill, May 13, 1947, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the southeast corner of the intersection
of Old Grove Road and High Valley Blvd., and running thence along the
east side of Old Grove Road, S. 00-07 W. 87 feet to an iron pin, joint
front corner of lots 5 and 6; thence with the line lot No. 5, S. 89-43
E. 250 feet to an iron pin; thence with the line of Lot No. 9, N. 00-
07 E. 58 feet to an iron pin on the south side of High Valley Blvd.
thence with the south side of High Valley Blvd. N. 82-25 W. 252.9 feet
to the Beginning corner.

Together with all and singular rights, members, hereditaments, 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 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 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 Mortgagors 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 Mortgagor for such further sums as may be advanced hereafter, at the option of the Mortgagor, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants hereina. This mortgage shall also secure the Mortgagor for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagor 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 Mortgagor 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 Mortgagor against loss by fire and any other hazards specified by Mortgagor, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagor, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagor, and have attached thereto loss payable clauses in favor of, and in form acceptable to the Mortgagor, and that it will pay all premiums therefor when due; and that it does hereby assign to the Mortgagor 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 Mortgagor, to the extent of the balance owing on the Mortgage debt, whether due or not.