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STATE OF SOUTH CAROLINA COUNTY OF Greenville

Greehyille,co. S. C.

MORTGAGE OF REAL

SEN 22 3 35 FH '76 TO ALL WHOM THESE PRESENTS MAY CONCERN:

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WHEREAS,

LARRY K. MATNEY and GLORIA S. MATNEY

DONNIE S. TANKERSLEY R.H.C.

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

C N MORTGAGES, INC.

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated berein by reference, in the sum of NINE THOUSAND AND NO/100=

In Sixty, sopleporthy, inthibiting the needs: by-ty-k. First. order (Vall 1869 pin); induce S. 10-28 E., 245 feet to an iron pin on the northerly side of Freeport Drive and running thence with the said side of Freeport Drive, S. 75-37 W., 72 feet to an iron pin; thence continuing with the said side of Freeport Drive, S. 81-06 W., 100 feet to an iron pin, the point of beginning.

This mortgage is junior in lien to that certain real estate mortgage to Carolina Federal Savings & Loan Association dated 5/15/73 and recorded in the RMC Office for Greenville County in Volume 1277 of Real Estate Mortgages at Page 476. PAID IN FULL AND FULLY SATISFIED



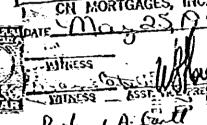












Dannie & tonterely

Together with all and singular rights, members, hereditaments, and appentenances 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, plembing, and lighting futures now or hereafter attached, connected, or fitted thereto in any manner: it being the intention of the parties hereto that ill futures and equipment, other than the usual household furniture, he 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 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 indebtness 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.

(9) That a mill have the immediately accordance to have for accordance as the mortgage and a shall be a mill have the immediately accordance to have for accordance as the mortgage and a shall be a mill have the immediate of have for accordance as the mortgage and a shall be a mill have the immediate and accordance accordance as the mortgage and a shall be a mill have the immediate accordance accordance as the mortgage and a shall be a mill have the immediate accordance accordance as the mortgage and a shall be a million as the mortgage and a shall be a million as the mortgage and a shall be a million as the mortgage and a shall be a million as the mortgage and a shall be a million as the mortgage and a shall be a million as the mortgage and a shall be a million as the mortgage and a shall be a million as the mortgage and a shall be a million as the mortgage as the mortgage and a shall be a million as the mortgage and a shall be a million as the mortgage and a shall be a million as the mortgage and a shall be a million as the mortgage and a shall be a million as the mortgage and a shall be a million as the mortgage and a shall be a million as the mortgage and a shall be a million as the mortgage and a shall be a million as the mortgage and a shall be a million as the mortgage and a shall be a million as the mortgage and a shall be

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 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 Mortgage debt, whether due or not.

(3) That it will keep all improvements now existing or hereafter erected in good repair, and, in the case of a construction loan, that it will continue construction until completion without interruption, and should it fail to do so, the Mortgagee may, at its option, enter upon said premises, make whatever repairs are necessary, including the completion of any construction work underway, and charge the expenses for