

WCK 1452 PAGE 249

Mortgagee's address: Post Office Box 848, Greenville, SC 29602
HORTON, DRAWDY, MARCHBANKS, ASHMORE, CHAPMAN & BROOK, P.A. 307 PETTIGRU ST., GREENVILLE, S.C. 29603

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE CO. S.C. MORTGAGE OF REAL ESTATE BOOK 76 PAGE 712

REC'D 6/11/78 TO ALL WHOM THESE PRESENTS MAY CONCERN.

FRANCIS S. TANKERSLEY
R.M.C.

WHEREAS, FRANK S. POE, JR. and MARY M. POE-

(hereinafter referred to as Mortgagor) is well and truly indebted unto WALKER PROPERTIES, a General Partnership

(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, as the sum of Five Thousand Five Hundred and No/100

Dollars (\$ 5,500.00) due and payable

in two (2) equal annual principal payments of \$1,833.33 and a third annual principal payment of \$1,833.33 and a third annual principal payment of 39 W., 357.8 feet to an old iron pin at the corner of property now or formerly of Turner; thence N. 51-27 E., 385.3 feet to an old iron pin on the southwestern edge of the right-of-way of Flatwoods Road; thence in a northeasterly direction approximately 25 feet, more or less, to a point near a drain pipe; thence S. 29-48 E., 100 feet to a point; thence S. 38-21 E., 100 feet to a point and S. 46-23 E., 139.2 feet to a point at the joint front corner of lots 8 and 9, the point and place of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Walker Properties, a General Partnership, recorded in the Greenville County R.M.C. Office in Deed Book 1023 at Page 252 on the 5th day of December, 1978.

will Pick up

Paid in Full and satisfied

This 14th day of April
1978

23-176

Walker Properties
J. Phillip May Jr. Attorney for Plaintiff
Greenville, South Carolina

Together with all and singular rights, members, benefits, and appurtenances to the same belonging in any way incident or appertaining, with 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 thereto, or fixed 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.

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

The Mortgagee covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good title to the same 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 Mortgagee further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagee and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagee 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, rents or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further losses, advances, reductions or credits that may be made hereafter to the Mortgagee 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 aforesaid 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 series in 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 give all premiums therefore when due, and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does hereby appoint 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.

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