

1374 PAGE 543

MORTGAGE OF REAL ESTATE ... SOUTH CAROLINA

BOOK 79 1684

This Mortgage made this 28 day of July, 1976, between

William R. Justice and Flora L. Justice

called the Mortgagors, and CREDITMORTGAGE of America, Inc., hereinafter called the Mortgagee.

WITNESSETH

WHEREAS, the Mortgagor is and by his certain promissory note in writing of even date herewith is well and truly indebted to the Mortgagor in the full and just sum of Eight thousand one hundred \$8,100.00 Dollars, with interest from the date of maturity of said note at the rate set forth therein, due and payable in consecutive installments of \$ 225.00 each, and a final installment of the unpaid balance, the first of said installments being due and payable on the 28 day of August, 1976, and the other installments being due and payable on

(9) FILED

From the corner of W 12-41 S 210 feet to an iron pin at the joint front corners of Lots 6 and 7 on the Northern side of Golden Grove Circle; thence with said Golden Grove Circle S 77-19 E 120 feet to the point of beginning.

This conveyance is subject to all restrictions, set back lines, roadways, zoning ordinances, easements, and rights of way, if any, affecting the above description of property.

Barney J. Lubinsky

This is the same property conveyed to the grantee herein by deed recorded in the R.M.C. Office for Greenville County in Deed Book 901, at Page 175

STATE OF SOUTH CAROLINA

STATE OF Greenville

The debt herein mentioned has been paid in full and the lien of the within mortgage is satisfied this 16th day of Feb. 1977.

CreditMortgage of America, Inc.

of Atlanta, GA

Witness: Israele I. Justice

Witness: Deletha P. Thompson

Together with all and singular the rights, incidents, encumbrances and appurtenances to the said premises belonging, or in anywise incident or appertaining, or that hereafter may be created or placed thereon.

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 Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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 Mortgagor the official receipts therfor.
3. To provide and maintain fire insurance with extended coverage endorsement, and other insurance as Mortgagor may require, upon the building and improvements now situated or hereafter constructed in and upon said property, in companies and amounts satisfactory to and with loss payable to the Mortgagor, and to deliver the policies for such required insurance to the Mortgagor.
4. In case of breach of covenants numbered 2 or 3 above, the Mortgagor 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.

S.C. 1