

BOOK 1588 PAGE 434

BOOK 80 PAGE 998

FILED
HORTON, DRAWDY, HAGINS, YORD & JOHNSON, P.A. 307 PETTIGRU ST., GREENVILLE, S.C. 29603
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE 44 PH '82 MORTGAGE OF REAL ESTATE
DONNIE S. TANKERSLEY TO ALL WHOM THESE PRESENTS MAY CONCERN:
R.N.C.

WHEREAS, W. R. MARTIN CORP. and FIRST CAROLINA CONSTRUCTION CO., INC.
(hereinafter referred to as Mortgagor) is well and truly indebted unto GEORGE M. ZIMMERMAN, MARGARET GREYARD CLINE, and JAMES F. CARTER, JR.

(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 Seventy-One Thousand and No/100 Dollars (\$ 71,000.00) due and payable

according to terms of promissory note executed of even date herewith,

I Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or pertaining, 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. 11/20/82 1983

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever. 11/20/82 1983

(2) 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 of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof. 11/20/82 1983

(3) The Mortgagor further covenants and agrees as follows: 11/20/82 1983

(1) That this mortgage shall secure the Mortgagee for such further sums as may be required hereafter, at the time of the Mortgage, 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 Mortgagor by the Mortgagee so long as the total indebtedness so secured does not exceed the original amount set forth 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 mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and any other hazards specified by Mortgagor in an amount not less than the portion of debt, or in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and schedules 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. 11/20/82 1983

GREENVILLE, S.C. 1429

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