

BOOK 1290 PAGE 801

HORTON, DRAWDY, DILLARD, MARCHBANKS, CHAPMAN & BROWN, P.A., 307 PETTIGRU STREET, GREENVILLE, S. C. 29603
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
GREENVILLE CO. S.C.
SEP 17 10 40 AM '73
MORTGAGE OF REAL ESTATE
DONNIE S. TANKERSLEY
R.M.C.
TO ALL WHOM THESE PRESENTS MAY CONCERN:



WHEREAS, CHARLES E. MURRAY

(hereinafter referred to as Mortgagee) is well and truly indebted unto COMMUNITY BANK

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagee's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Fifteen Thousand and no/100ths-----Dollars (\$15,000.00) due and payable in 120 monthly installments of \$182.10 each, with the first principal and interest payment being due and payable November 1st, 1973, and a like payment of principal and interest being due on the 1st day of each month thereafter until paid in full, payment being applied first to interest and then to principal, with interest thereon from date at the rate of 8 per centum per annum, to be paid: monthly.

WHEREAS, the Mortgagee may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagee's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagee, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagee may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagee in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

ALL that certain piece, parcel or lot of land, with all buildings and improvements thereon or hereafter constructed thereon, situate, lying and being in Butler Township, Greenville County, State of South Carolina, on the northwestern side of Browning Drive and being known and designated as Lot or Tract No. 33, on a plat of BOILING SPRINGS ESTATES, dated July, 1961, and recorded in the RMC Office for Greenville County in Plat Book YY, page 14-15, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a point on the western side of Browning Drive at the joint front corner of Lots 33 and 34 and running thence with the western side of Browning Drive, N. 10-17 W., 29.4 feet to a point; thence continuing with the western side of Browning Drive, N. 5-33 E., 71.15 feet to a point; thence still continuing with the western side of Browning Drive, N. 37-15 E. 71.15 feet to a point at the joint front corner of Lots Nos. 32 and 33; thence N. 36-55 W., 202.6 feet to a point at the joint rear corner of Lots Nos. 32 and 33; thence S. 53-05 W., 258.6 feet to a point at the joint rear corner of Lots Nos. 33 and 35; thence S. 10-17 E., 210.8 feet to a point at the joint rear corner of Lots Nos. 33 and 34; thence N. 79-43 E., 250 feet to a point, the point of beginning.

ALSO: The undersigned hereby assigns to Community Bank, the Savings Account bearing the No. 01-00295-6, as security for the payment of the aforesaid debt to the bank. The undersigned hereby agrees to maintain a minimum balance in said account in the amount of \$6,000.00.

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 Mortgagee 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 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, 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 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 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.

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