

STATE OF SOUTH CAROLINA GREENVILLE, CO. S. C.

MORTGAGE OF REAL ESTATE

BOOK 1296 PAGE 539

COUNTY OF GREENVILLE

NOV 30 3 36 PM '73

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY
R.M.C.

WHEREAS, Charles W. Marchbanks

(hereinafter referred to as Mortgagor) is well and truly indebted unto Josephine S. Hinson

(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 Eight Thousand Five Hundred and 00/100 Dollars (\$ 8,500.00) due and payable

at the rate of \$150.00 per month beginning January 10, 1974, until paid in full, said payments to be applied first to interest at the rate of 6% per annum and the balance to the principal.

with interest thereon from date at the rate of SIX per centum per annum, to be paid: monthly

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

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor 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 Mortgagor 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 located on the western side of Garden Terrace, near the City of Greenville, County of Greenville, State of South Carolina, and according to a survey dated February 18, 1959, by Piedmont Engineering Service and plat of property of Charles W. Marchbanks by Campbell and Clarkson dated February 4, 1969, and revised July 21, 1972, recorded in the RMC Office for Greenville County in Plat Book 4V, Page 49, and having, according to said plats, the following metes and bounds:

BEGINNING at an iron pin on the western side of Garden Terrace at the northern corner of other property of the Grantee herein as shown on Plat Book 4V, Page 49, thence with line of said property S. 88-32 W. 281.1 feet to a point in line of other property of Grantee; thence with said line N. 6-28 E. 226 feet to the rear lot line of property now or formerly owned by Fred N. McDonald; thence with said line of Fred N. McDonald N. 79-50 E. 226 feet to a point on the western side of Garden Terrace; thence with the western side of Garden Terrace the following courses and distances: S. 11-53 E. 130 feet to a point; S. 2-35 E. 130 feet to the point of beginning.

This being the same property conveyed to the mortgagee by deed of even date.

For value received the within mortgage is hereby assigned to J. LaRue Hinson this 30th day of November, 1973.

Charles W. Marchbanks
Carol H. Maddox

Josephine S. Hinson
Josephine S. Hinson

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 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 Mortgagee 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 Mortgagor 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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