



MORTGAGE OF REAL ESTATE --- SOUTH CAROLINA

This Mortgage made this 22nd day of July, 1977, between Colin Douglas Heaton and Janice B. Heaton

called the Mortgagor, and Creditrith of America, Inc., hereinafter called the Mortgagee.

WITNESSETH

WHEREAS, the Mortgagor in and by his certain promissory note in writing of even date herewith is well and truly indebted to the Mortgagee in the full and just sum of Six thousand one hundred forty four Dollars (\$6,144.00), with interest from the date of maturity of said note at the rate set forth therein, due and payable in consecutive installments of \$128.00 each, and a final installment of the unpaid balance, the first of said installments being due and payable on the 29th day of August, 1977, and the other installments being due and payable on

- the same day of each month
of each week
of every other week
the and day of each month
until the whole of said indebtedness is paid.

If not contrary to law, this mortgage shall also secure the payment of renewals and renewal notes hereof together with all Extensions thereof, and this mortgage shall in addition secure any future advances by the mortgagor to the mortgagor as evidenced from time to time by a promissory note or notes.

NOW THEREFORE, the Mortgagor, in consideration of the said debt and sum of money aforesaid, and for better securing the payment thereof, according to the terms of the said note, and also in consideration of the further sum of \$3.00 to him in hand by the Mortgagee at and before the sealing and delivery of these presents hereby bargains, sells, grants and releases unto the Mortgagee, its successors and assigns, the following described real estate situated in Greenville County, South Carolina:

lying, situate and being in Butler Township being known and designated as Lot No. 9, on a plat of Section 2, of Spring Forest, which plat is recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book "BBB", at Page 24, and as shown on a more recent survey entitled "Property of Colin Douglas Heaton and Janice B. Heaton" prepared by Dalton and Neeves Company, Engineers, which plat is dated October 1973, and recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book "42", at Page 88, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the Southern side of Old Spartanburg Rd. joint corner of Lots Nos. 8 and 9, and running thence with the line of Lot No. 8, S. 7-23 E. 128.7 feet to a pin in line of Lot No. 10; thence with the line of Lot No. 10, N. 86-20 W. 143.3 feet to a pin on Butler Springs Road; thence with the Eastern side of said Road, N. 5-29 W. 116.2 feet to a pin; thence with the curve of the intersection of Butler Springs Road with Old Spartanburg Rd, the chord of which is N. 43-30 E. 19.9 feet to a pin on Old Spartanburg Road; thence with the Southern side of Said Road, S. 84-38 E. 124.2 feet to the point of beginning.

The reason this description does not agree with that of the original plat is because the widening of Old Spartanburg Road by the South Carolina Highway Department.

Purchased from N. Dean Davidson recorded Oct. 24, 1973 Deed Book 986, page 676.

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining, or that hereafter may be erected 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 Mortgagee 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 Mortgagee the official receipts therefor.
3. To provide and maintain fire insurance with extended coverage endorsement, and other insurance as Mortgagee may require, upon the building and improvements now situate or hereafter constructed in and upon said real property, in companies and amounts satisfactory to and with loss payable to the Mortgagee; and to deliver the policies for such required insurance to the Mortgagee.
4. In case of breach of covenants numbered 2 or 3 above, the Mortgagee 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.

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