

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN

WHEREAS, Millard H. Lee

(hereinafter referred to as Mortgagor) is well and truly indebted unto CN MORTGAGES, INC., P. O. Box 10242, Federal Station, Greenville, S. C. 29603

(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 **Five Thousand and No/100**-----

----- Dollars **5,000.00** Due and payable
In Sixty (60) consecutive monthly installments of One Hundred Sixteen and 33/100 dollars (\$116.33) beginning February 5, 1978, and on the same day of each month thereafter until paid in full

with interest thereon from **January 5, 1978** at the rate of **14.00** per centum per annum, to be paid:

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, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, near the Buncombe Road, known as Highway 25 and known as part of Tract No. 2 of Leighton Goodwin land, and having the following metes and bounds:

BEGINNING at an iron pin, corner of lands now or formerly belonging to J. M. Young, and running thence S 21-30 W 1670 feet to Lewis Cox's corner; thence with his line N 74-30 W 560 feet to a stone; thence S 83 W 221 feet to a stone; thence S 30 feet to a branch; thence down and with the meanderings of said branch as a line to another branch; thence N 9 E 125 feet to a four trunk sweet gum in old road; thence N 46 1/2 E 170 feet to a bend; thence N 48 E 205 feet to a bend; thence N 45 3/4 E 133 feet to a bend; thence N 53 E 165 feet to a bend; thence N 38 E 210 feet to a bend; thence N 77 1/2 E 50 feet to a bend; thence N 84 1/2 E 245 feet to a bend; thence N 39 E 67 feet to a bend; thence S 56 E 115 feet to a bend; thence S 83 1/2 E 155 feet to a bend; thence N 88 E 125 feet to a bend; thence S 74 1/2 E 110 feet to a bend; thence S 51 1/2 E 165 feet to a bend; thence S 20 3/4 E 100 feet to a bend; thence S 44 E 185 feet to a bend; thence S 75 E 95 feet to a bend; thence S 64 E 75 feet to a bend; thence 48 1/4 E 93 feet to a bend; thence S 83 1/2 E 100 feet to a bend; thence N 76 E 125 feet to a bend; thence N 66 3/4 E 75 feet to a bend; thence N 41 1/4 E 70 feet to a bend; thence N 88 1/2 E 67 feet to a bend; thence N 53 1/4 E 62 feet to a bend; thence N 75 1/4 E 145 feet to a bend; thence S 83 1/2 E 64 feet to a bend; thence S 52 1/2 E 20 feet to a stone; thence N 80-45 E to a stone; thence S 75 E 165 feet to the beginning corner. Containing 102.04 acres, more or less. Less and save, however, 1.6 acres conveyed to Sara E. Kelley by deed dated October 16, 1954 & recorded in Deed Book 510, at Page 307 & also that certain 95 acre tract of land conveyed to Joseph G. & Dorothy L. French by deed of Dec. 9, 1965, in Book 788, Page 417.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of 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 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.

(3) That it will keep all improvements now existing or hereafter erected in good repair, and, in the case of a construction loan, that it will continue construction until completion without interruption, and should it fail to do so, the Mortgagee may, at its option, enter upon said premises, make whatever repairs necessary, including the completion of any construction work underway, and charge the expenses for such repairs or the completion of such construction to the mortgage debt.

DERIVATION: Property acquired by mortgagor by deed of J. C. Billingsley recorded on 11-09-76 in Deed Book M at Page 335.

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