

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

MORTGAGE OF REAL ESTATE

In consideration of advances made and which may be made by Sunamerica Financial Corporation Lender, to **James R. Humphreys, Jr.** Borrower (whether one or more) aggregating **Thirteen thousand two hundred Dollars (\$13,200.00)** evidenced by note(s) dated **January 15, 1979** thereby expressly made a part hereof and to secure, in accordance with Section 45-55, Code of Laws of South Carolina (1962), (1) all existing indebtedness of Borrower to Lender (including, but not limited to) the above described advances), evidenced by promissory notes and all renewals and extensions thereof (2) all future advances that may subsequently be made to Borrower by Lender, to be evidenced by promissory notes, and all renewals and extensions thereof, and (3) all other indebtedness of Borrower to Lender now due or to become due or hereafter contracted, the maximum principal amount of all existing indebtedness, future advances, and all other indebtedness outstanding at any time not to exceed **Fifty thousand Dollars (\$50,000.00)**, plus interest thereon, attorneys fees and court costs, with interest as provided in said note(s), and costs including a reasonable attorneys fee of not less than ten per centum of the total amount due thereon and charges as provided in said note(s) and herein, the undersigned Borrower does hereby mortgage, grant and convey to Lender, and by these presents does hereby grant, bargain, sell, convey and mortgage, in fee simple, unto Lender, its successors and assigns the following described property:

All that lot of land in Greenville County, State of South Carolina, situate at the intersection of Notchwood Court and Birchbark Drive near the City of Greenville, being shown as Lot No. 25 on plat of SECTION II, PARKDALE, recorded in the PMC Office for Greenville County in Plat Book BBB at page 121, and having according to said plat the following metes and bounds:

BEGINNING at an iron pin on the northwesterly side of Notchwood Court, said pin being the joint front corner of Lots 25 and 26, and running thence with the northwesterly side of Notchwood Court, S. 47-11 W. 105 feet to an iron pin at the intersection of Notchwood Court and Birchbark Drive; thence with the curve, the chord of which is N. 67-49 W. 35.35 feet to an iron pin on the northeasterly side of Birchbark Drive; thence said Drive, N. 42-49 W. 125 feet to an iron pin, the joint front corner of Lots 25 and 24; thence with the common line of said lots, N. 47-11 E 130 feet to an iron pin, the joint rear corner of Lots 25 and 26; thence with the common line of said lots, S. 42-49 E. 150 feet to an iron pin, the point of beginning.

Being the same property conveyed to the grantor by Deed Book 863 at page 95 recorded in the PMC Office for Greenville County. This property is conveyed subject to restrictions recorded in Deed Book 833, page 173, and all other easements and rights of way of record affecting said property.

Derivation: Deed Book 866 Page 529 from Joe E. Hawkins Enterprises, Inc. on April 24, 1969 Together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including re-placements or additions thereto, shall be deemed to be and remain a part of the property covered by this mortgage, and all of the foregoing, together with said property, or the leased fee estate, if this mortgage is on a leasehold, are referred to as the "property."

TO HAVE AND TO HOLD the above and the said property, unto Lender and Lender's successors and assigns forever.

Borrower covenants that he is lawfully seized of the premises herein above described in fee simple absolute (or such other estate, if any, as is stated herebefore), that he has good right and lawful authority to sell, convey, mortgage or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever except as hereinafter stated:

First Federal Savings & Loan

Borrower further warrants and does hereby bind himself, his heirs, executors, administrators and assigns to warrant and forever defend all and singular the premises as herein conveyed unto the Lender forever, firm and against the Borrower and all persons whatsoever lawfully claiming the same or any part thereof.

Borrower further covenants and agrees as follows:

1. That he will pay to the Lender the principal and interest on the indebtedness evidenced by the said note(s) at the time and in the manner therein provided. The Lender may collect a late charge not to exceed an amount equal to **lessor of \$5.00 or five per centum of any installment which is not paid within 15 days** from the due date thereof to cover the extra expense involved in handling delinquent payments.

2. That this mortgage shall secure the Lender for such further sums as may be advanced hereafter, at the option of the Lender, for the payment of taxes, insurance premiums, public assessments, repairs or other expenses pursuant to the covenants herein, and also any further loans, advances, readvances or credits that may be made hereafter to the Borrower by the Lender, and that all sums so advanced shall bear interest at the same rate as the mortgage and shall be payable on demand of the Lender, unless otherwise provided in writing.

3. That he will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Lender against loss by fire and other hazards, in such amounts as may be required by the Lender, and in companies acceptable to the Lender, and that he does hereby assign to the Lender all such policies, and that all such policies and renewals thereof, at the option of the Lender, shall be attached and their attached thereto loss payable clauses in favor of, and in form acceptable to, the Lender.

4. That he will keep all improvements now existing or hereafter erected on the mortgaged property in good repair and shall be liable to the Lender, at its option, for the cost of such repairs, unless the same are caused by the negligence of the Lender or its agents.

This mortgage shall

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