

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 Theron R. Byers, Borrower (whether one or more) aggregating Twenty thousand one hundred Dollars (\$ 20,100.00) (evidenced by note(s) dated February 13, 1979) thereby expressly made a part hereof) and to secure, in accordance with Section 4555, 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 those pieces, parcels or lots of land situate, lying and being on the southwestern side of Sutton Drive near the City of Greenville, in the County of Greenville, State of South Carolina, and known and designated as Lots Nos. 10 and 11, Block D of a subdivision known as Buena Vista, plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book W at Page 29, said lots having such metes and bounds as shown thereon.

This being the same property conveyed to the Grantor herein by deed recorded in the R.M.C. Office in Deed Book 812 at Page 16 and deed recorded in Deed Book 815 at Page 101.

Derivation: Deed Book 847, Page 318 from Mable G. Lollis, dated June 25, 1968 recorded June 26, 1968.



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 replacements 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 for the leasehold estate if this mortgage is on a leasehold) are referred to as the "property"

TO HAVE AND TO HOLD, all and singular, 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 hereinbefore) 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 (if none, so state)

## Collateral Investment Company

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, from and against the Borrower and his heirs, executors, administrators, assigns, claiming the same or any part thereof

Borrower further covenants and agrees as follows:

1 That he will promptly pay the principal of 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 lesser of \$5.00 or five per centum of any installment which is not paid within 10 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 purposes 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 it, 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 held by it and have 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 upon the mortgaged property in good repair, and, should he fail to do so, the Lender may, at its option, enter upon said premises, make whatever repairs are necessary, and charge the expenses for such repairs to the mortgage debt