

33-Delta Pl. H. Hill
STATE OF SOUTH CAROLINA
COUNTY OF Greenville

MORTGAGE OF REAL ESTATE

104 10025

In consideration of advances made and which may be made by Sunamerica Financial Corporation Lender, to Patricia Andrea Fuller, Borrower (whether one or more) aggregating TEN THOUSAND FOUR HUNDRED FORTY (\$10,440.00) (evidenced by note(s) dated AUGUST 11, 1980 (hereby 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 and no/100 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:

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ALL that tract of land and improvements thereon being shown as property of Russell Fuller on plat thereof recorded in the RMC Office for Greenville County in Plat Book 4-I at page 181, said property containing 33 acres, and being located at the intersection of McKittrick Road and a County road.

This property is conveyed subject to restrictions, easements and rights of way of record affecting said property.

This being the other one-half (1/2) of that property conveyed to the Grantor herein by deed of Virgil O. Roberson, Jr., dated May 8, 1971 and recorded in the RMC Office for Greenville County on May 11, 1971 in Vol. 914 at 619. The Grantor herein previously conveyed to the Grantee the first of one-half (1/2) of the above described property on April 15, 1977 which was recorded in the RMC Office for Greenville County on April 15, 1977 in Volume 1054, Page 700.

Less: 7.83 acres sold to James B. Foy by deed dated 8/16/79, recorded 8/26/79 in Book 1109, page 683.

Derivation: Received one-half (1/2) from Russell Ian Duncan Fuller 4/15/77, recorded in Volume 1054, page 700. Received other one-half (1/2) from Russell Ian Duncan Fuller 6/16/77, recorded 6/16/77 in Volume 1058, page 720.

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 (or 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 simply 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)

Federal Land Bank assigned to Blue Ridge Production Credit Association

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 all persons whomsoever lawfully 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 (5) per centum of any installment which is not paid within ten (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.

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