FILEO GREENVILLE CO. S. G. Mann, Foster, Richardson & Fisher, Attorneys at Law, Greenville, S.C. SE? 14 40 PH 373

BOOK 1290 FACE 703

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

ONNIE S. TANKERSLEY. MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

1, A. Bernard Collier, II

thereinafter referred to as Mortgagor) is well and truly indebted unto

Bank of Travelers Rest

one (1) from date hereof

with interest thereon from date at the rate of date per centum per annum, to be paid: at maturity

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 scaling 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 piece, parcel or lot of land, situate, lying and being in the County of Greenville, State of South Carolina, on the Western side of Briarwood Boulevard, being known and designated as Lot No. 35, as shown on plat entitled WILDAIR ESTATES, dated March 22, 1956, prepared by R. W. Dalton, and recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book EE at Page 19. Said Lot fronts 100 feet on the Western side of Briarwood Boulevard, runs back to a depth of 187 feet on the Southern lot line, runs back to a depth of 191.6 feet on the Northern lot line, and is 100.12 feet across the rear.

This mortgage is junior in lien to that certain mortgage executed in favor of Liberty Life Insurance Company by A. Bernard Collier, II on March 23, 1956, in the original amount of \$15,000.00 recorded in the R. H. C. Office for Greenville County in Mortgage Book 672 at Page 405, and having a present principal balance due thereof of \$3,058.71.



Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 such 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 bereinsbove 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 berein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagor 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 Mortgager 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 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 less 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.

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