

1002 65

MORTGAGE OF REAL ESTATE -- SOUTH CAROLINA

This Mortgage made this 2 day of March, 19 76, between
William J. Valis and Marjorie Valis
called the Mortgagor, and CREDITRIFT of America, Inc., hereinafter called the Mortgagee.

WITNESSETH

WHEREAS, the Mortgagor in and by his certain promissory note in writing of even date herewith is well and truly indebted to the Mortgagee in the full and just sum of Eight thousand six hundred and forty* * * Dollars (\$ 8640.00), with interest from the date of maturity of said note at the rate set forth therein, due and payable in consecutive installments of \$ 144.00 each, and a final installment of the unpaid balance, the first of said installments being due and payable on the 5th day of April, 19 76, and the other installments being due and payable on

the same day of each month

of each week

of every other week

the and day of each month

until the whole of said indebtedness is paid.

If not contrary to law, this mortgage shall also secure the payment of renewals and renewal notes hereof together with all extensions thereof, and this mortgage shall in addition secure any future advances by the mortgagor to the mortgagee as evidenced from time to time by a promissory note or notes.

NOW THEREFORE, the Mortgagor, in consideration of the said debt and sum of money aforesaid, and for better securing the payment thereof, according to the terms of the said note, and also in consideration of the further sum of \$3.00 to him in hand by the Mortgagee at and before the sealing and delivery of these presents hereby bargains, sells, grants and releases unto the Mortgagee, its successors and assigns, the following described real estate situated in Greenville County, South Carolina:

ALL that lot of land near the city of Greenville, in Greenville County, State of South Carolina, being known and designated as Lot No. 27 on plat of property of Donald S. Baltz recorded in plat book II page 71 of the office of R.M.C. for Greenville County, and having according to a recent survey made by R.W. Dalton, March 1955, the following metes and bounds, to wit:

BEGINNING at an iron pin on the northwestern side of Dakota Avenue (formerly Parkins Mill Road), the joint front corner of Lots Nos. 27 & 28 and running thence with the joint line of said lots N. 60-07 W 150 feet to an iron pin; thence with the southwestern side of said street S 57-53 3 135.1 feet to an iron pin; thence with the curve of said street as it intersects with Dakota Avenue, chord of which is S 14-0 W 21.6 feet to an iron pin on the northwestern side of Dakota Avenue; thence with the northwest side of said streets S 29-53 W. 60 feet to the beginning corner.

This lot is conveyed subject to the following building restrictions: (1) This lot shall be used for residential purposes only and only one single family dwelling shall be erected thereon. (2) No trailer shall ever be parked thereon and no outbuilding shall be used for living quarters. (3) no garage or other outbuilding shall be erected nearer the rear line than 15 feet.

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining, or that hereafter may be erected or placed thereon.

TO HAVE AND TO HOLD all and singular the said premises unto the Mortgagor, its successors and assigns forever.

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he has good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever. The Mortgagor further covenants to warrant and forever defend all and singular the premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagee covenants and agrees as follows:

1. To pay all sums secured hereby when due.
2. To pay all taxes, levies and assessments which are or become liens upon the said real estate when due, and to exhibit promptly to the Mortgagee the official receipts therefor.
3. To provide and maintain fire insurance with extended coverage endorsement, and other insurance as Mortgagee may require, upon the building and improvements now situate or hereafter constructed in and upon said real property, in companies and amounts satisfactory to and with loss payable to the Mortgagee; and to deliver the policies for such required insurance to the Mortgagee.

4. In case of breach of covenants numbered 2 or 3 above, the Mortgagee may pay taxes, levies or assessments, contract for insurance and pay the premiums, and cause to be made all necessary repairs to the buildings and other improvements, and pay for the same. Any amount or amounts so paid out shall become a part of the debt secured hereby, shall become immediately due and payable and shall bear interest at the highest legal rate from the date paid.