

FILED
JUN 17 1976
DONNIE S. TANKERSLEY

MORTGAGE OF REAL ESTATE --- SOUTH CAROLINA

This Mortgage made this 10 day of June, 1976, between James W. Harvey and Mary Harvey

called the Mortgagor, and CREDIT THRIFT 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 Seven thousand nine hundred eighty * * * * Dollars (\$7980.00), with interest from the date of maturity of said note at the rate set forth therein, due and payable in consecutive installments of \$ 133.00 each, and a final installment of the unpaid balance, the first of said installments being due and payable on the 15 day of July, 1976, 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 mortgagor 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 in Greenville County, South Carolina, near the city of Greenville, being shown as lot 38 and a 4 foot strip of the Northern portion of Lot 39, Section A, on plat entitled "A Subdivision for Woodside Mills" plat which is recorded in Plat Book W at pages 111-117, and being also shown as property of James W. Harvey, Jr, and Mary A. Harvey on plat thereof recorded in Plat Book 4-1 at page 195 in the RMC Office for Greenville. This lot fronts on North Vance Street and is known as #17-19 North Vance St.

Derivation: Deed Book 907, page 349

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

This deed is executed pursuant to the authority contained in a trust agreement recorded in Deed Book 907 at page 229 in the RMC Office for Greenville County



the said premises belonging, or in anywise successors and assigns forever. rided 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 Mortgagor 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.

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