

2760 W. ...  
K H ...  
S.C. 29911

MORTGAGE OF REAL ESTATE --- SOUTH CAROLINA

**This Mortgage** made this 13th day of February, 1978, between Terry J. Hutto and Jackie Hutto (His wife as joint tennant)

called the Mortgagor, and Credithrift of America, 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 One thousand seven hundred twenty-eight Dollars (\$ 1,728.00 ), with interest from the date of maturity of said note at the rate set forth therein, due and payable in consecutive installments of \$ 72.00 each, and a final installment of the unpaid balance, the first of said installments being due and payable on the 13th day of March, 1978, 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 certain piece, parcel, or lot of land in Austin Township, Greenville County, State of South Carolina, within the corporate limits of the City of Mauldin, and being known and designated as Lot Number 23 of a subdivision known as Glendale III, a plat of which is of record in the R. M. C. Office for Greenville County in Plat Book 4R at Pages 83 and 84, and having the following metes and bounds, to wit:

BEGINNING at a point on the Northeastern side of Fargo Street at the joint front corner of Lots 22 and 23 and running thence with the Northeastern side of Fargo Street S 65-56 E 100 feet to a point at the joint front corner of Lots 23 and 24; thence N 24-04 E approximately 382.6 feet to a point in Gilder Creek at the joint rear corner of Lots 23 and 24; thence with Gilder Creek as a line approximately N 57-05 W approximately 101.2 feet to a point in Gilder Creek at the joint rear corner of Lots 22 and 23; thence S 24-04 W approximately 398.2 feet to a point on the Northeastern side of Fargo Street at the point of beginning.

Derivation William R Timmons Jr 12/28/76  
recorded Deed Book 1048 page 892 12/30/76

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 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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