C. TIMOTHY SULLIVAN. P.A., ATTOFNEY AT LAW, GREENVILE, SOUTH CARTENA 2002

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STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

12.76 TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, ROY A. POLLARD and LENNIE POLLARD,

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

SYLVIA H. FULBRIGHT, her heirs and

assigns forever;

(hereinafter referred to as Mortgagoe) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

Two thousand & 00/100----- Dollars (\$ 2,000.00) due and payable

in accordance with Note signed herewith.

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

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:

ALL that certain parcel or tract of land situate, lying and being in the State of South Carolina, lying and being on the southeast side of Perry Road, near the City of Greenville, in the County of Greenville, being known and designated as Lot No. 10 on plat of property of L. A. Moseley made by Dalton & Neves, Engineers, June, 1940, recorded in the RMC office for Greenville County, S.C., in Plat Book J, page 239, and having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin on the southeast side of Perry Road, joint corner of Lots 9 and 10, and running thence with the line of Lot 9, S. 46-45 E., 145 ft. to an iron pin; thence with the rear line of Lot 12, S. 43-15 W., 60 ft. to an iron pin; thence with the line of Lot 11, N. 46-45 W., 145 feet to an iron pin on the southeast side of Perry Road; thence with the southeast side of Perry Road N. 43-15 E., 60 feet to the beginning corner.

This being the same property conveyed to grantor by deed of Sylvia H. Fulbright dated April 18, 1978 and recorded in the RMC OFFICE of Greenville County, S.C., in Deed Book 1077 at Page 356.

ALSO, all that lot of land in Greenville Township, Greenville County, State of South Carolina, on the Southeastern side of Perry Road, near the City of Greenville, being a portion of Lot 11, as shown on plat of property of L.A. Moseley made by Dalton & Neves in June, 1940, recorded in Plat book J, at Pg. 239, and described as follows:

Beginning at a stake on the Southeastern side of Perry Road, 59 feet Northeast from the beginning of the turn-out of Charles St., and running thence with the Southeastern side of Perry Road, N. 43-15 E., 20 ft. to a stake at corner of Lot 10; thence with the line of said Lot, S. 46-45 E., 145 ft. to a stake in line of Lot 12; thence with the line of Lot, S. 43-15 W., 15 ft., to a stake thence in northwesterly direction, 145 ft., more or less, to the beginning corner

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and bf 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 rusual 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 bereinabove 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 otherein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagoe forever, from and the premises are free and clear of all liens and encumbrances except as provided otherein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagoe forever, from and the premises are free and clear of all liens and encumbrances except as provided otherein.

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 Mortgagor 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 same rate as 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 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 loss 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.
 - * This being the same property conveyed to grantor by deed of Sylvia H.

Fulbright, deed dated April 18, 1978 and Recorded in deed book 10,1 pg. 300

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