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## MORTGAGE OF REAL ESTATE --- SOUTH CAROLINA DONALD LEARNERSLEY

This Mortgage made this 29th day of July	, 19.80 , between
1/2 T	
AKA Mary Lou Spurlock (A Single Woman)	
called the Mortgagor, andCredithrift of America	
WIINESSETH	Principle Sum: 12,209.66
WHEREAS, the Mortgagor in and by his certain promissory note in writing to the Mortgagee in the full and just sum of Twenty Six Thousand & Four Hu	indred & No/108 llars (\$ 26, 100.00 )
with interest from the date of maturity of said note at the rate set installments of \$ 120 x \$220.00 each, and a final installment of the second seco	forth therein, due and payable in consecutive the unpaid balance, the first of said installment
being due and payable on the 4th day of September installments being due and payable on	, 19 80 , and the other
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 as the any future advances by the mortgager to the mortgager 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 said 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 <u>Greenville</u> County, South Carolina:

All that certain piece, parcel or lot of land in the County of Greenville, State of South Carolina, at the Northeasterly intersection of East Heathwood Drive and Heathwood Drive, being shown and designated as lot no. 8 on plat of Heathwood, recorded in the EMC Office for Greenville County, S.C. in Plat Book KK at page 35, and having according to said plat, the following meets and bounds, to-wit: Beginning at an iron pin on the northerly side of East Heathwood Drive, joint corner of lots no. 8 and 9 and running thence along joint lines of said lots, N 15-39 E. 181.2 feet to an iron pin; thence with the joint line of lot no. 5, N 74-27 V. 94 feet to an Heathwood Drive, S 17-33 E. 158 feet to an iron pin at intersection of Heathwood Drive and East Heathwood Drive; thence around intersection, on a curve, the chord of which is S. 28-58 E. 34.5 feet to an iron pin on the northerly side of East Heathwood Dr; thence with the northerly side of East Heathwood Dr, S. 75-20 E. 75 feet to the point of beginning.

This is the identical property conveyed to the Mortgagors by Deed of Ray Spurlock dated 1/25/74 and recorded in the RMC Office for Greenville County, State of South Carolina in Deed Book 993 at page 168 on 1/31/74.

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 creeted 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 Mortgagoe 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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