

038

acc: 1495 403

JOHNSON
 HORTON, BRANDY, HALL, WARD & HANLEY, P.A. 307 PETTIGRU ST., GREENVILLE, S.C. 29603
 STATE OF SOUTH CAROLINA }
 COUNTY OF GREENVILLE } 26 PM '80
 MORTGAGE OF REAL ESTATE S.C.A. 71 PAGE 334
 TO ALL WHOM THESE PRESENTS MAY CONCERN:
 R.M.C. WATERSLEY

WHEREAS Roy Boggs and Martha B. Boggs

*Annexed
Dennis & Indelicato
RMC*

(hereinafter referred to as Mortgagor) is well and truly indebted unto
SOUTHERN BANK & TRUST COMPANY

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagee's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Nine thousand and No/100ths
Dollars \$ 9,000.00 due and payable

beginning to the North pin; thence S. 73-16 W. 25.66 feet to an iron pin;
thence along Oakfern Drive S. 67-23-48 W. 163.1 feet to an iron pin
the point of beginning.

DERIVATION: This being the same property conveyed to the Mortgagors
herein by deed of Edward H. Hembree Builders, Inc., executed
February 6, 1980 and recorded in the RMC Office for Greenville County
in Deed Book 1122 at Page 419 on February 12, 1980.

FILED
S.C.S.C.
R.S.L.C.
MAY 1980

Together with all and singular rights, members, appurtenances, and appurtenances of the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may accrue or be had therefrom, including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fixed thereto in any manner, it being the intention of the parties hereto that all such fixtures and equipment, other than the usual 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 Mortgagee covenants that it is lawfully seized of the premises hereinafter 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 herein. The Mortgagee further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagee and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagee further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereunder at the option of the Mortgagee, for the payment of taxes, insurance premiums, pending assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any other advances, loans, moneys or credits that may be made hereafter to the Mortgagee by the Mortgagee so long as the total indebtedness 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 to time by the Mortgagee against loss by fire or any other hazard 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 compliance 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 or not

4328 IV-2