

123 Piedmont St. Greenville, S.C.
ASHMORE & HUNTER, ATTORNEYS, 110 Laurens Road, Greenville, South Carolina 29603
STATE OF SOUTH CAROLINA GREENVILLE CO. S.C.
COUNTY OF GREENVILLE 33 } 4:48 PM '78

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BOOK 71 PAGE 1280

MORTGAGE OF REAL ESTATE

DONNIE S. TANKERSLEY
R.S.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Robert L. Planagan, Jr. and Diane P. Planagan

(hereinafter referred to as Mortgages) is well and truly indebted unto Jo Ann Wright

(hereinafter referred to as Mortgage) as evidenced by the Mortgage's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Sixty Nine Thousand & 00/100-----

Dollars (\$ 69,000.00) due and payable

as follows: Ten Thousand (\$10,000.00) Dollars on or before the first year from date and the remaining balance of Fifty Nine Thousand (\$59,000.00) Dollars on or before two years from date. This Note shall not bear interest for the first year but shall bear interest after the first year, interest commencing one year from date at eight (8) percent per annum on the unpaid balance and shall accrue interest from date at the rate of ----- per cent per annum to be paid payable at maturity.

WHEREAS, the Mortgage may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagee's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagee, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagee may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagee in hand well and truly paid by the Mortgagee at and before the making and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

ALL that certain piece, parcel or lot of land, with all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, in Grove Township, containing 36.6 acres on the north side of State Road 23-106 and having, according to plat included Survey for Herbert Wright by Estoligara Surveying Co. dated May 17, 1978, the following metes and bounds, to-wit:

BEGYNING at a point, by the approximate center of said Road, said point being the corner of the hereinafter described as property, now or formerly of Heathville Subdivision and thence N. 17-30 E. 1426.9 feet to an old iron pin; thence N. 33-0 E. 633.1 feet to an old iron pin; thence along a creek which is the line, S. 75-33 E. 193.2 feet to a point; thence S. 33-14 E. 143.5 feet to a point; thence N. 79-03 E. 243.2 feet to an old iron pin; thence S. 51-32 W. 1711 feet to a point on State Road 23-106; thence S. 22-22 W. 537.4 feet to a point; thence N. 8-27 W. 604.1 feet to a point; thence S. 1-56 W. 274.5 feet to a point; thence S. 75-04 W. 400 feet to a point; thence S. 6-57 E. 033 feet to a point; thence N. 34-51 E. 61 feet to a point; thence N. 36-0 E. 112.5 feet to a point; thence S. 61-43 E. 58 feet to a point; thence S. 11-11 E. 322 feet to a point; thence S. 73-26 W. 20.7 feet to a point; thence S. 33-03 W. 184.7 feet to a point; thence N. 31-05 W. 135.6 feet to a point; thence N. 73-18 W. 116 feet to a point; thence N. 65-0 W. 134 feet to the point of beginning.

This is the same property conveyed to Mortgagees herein by Deed of Jo Ann Wright dated May 30, 1978 and recorded in the R.S.C. Office for Greenville County, South Carolina in Deed Book 1030 at Page 51.

This is a purchase-money mortgage.

Together with all and singular rights, members, benefits, and appurtenances to the same belonging in any way incident or appertaining and of 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 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 hereinabove 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 whatsoever 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 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, credits or credits that may be made hereafter to the Mortgagee 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 to 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 monies thereon shall be held by the Mortgagee, and have attached thereto loss payable clauses in favor of, and in favor acceptable to the Mortgagee, and that it will pay all premiums thereon 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.

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