

REGULATION NO. 22
COMPLETED WITH

STATE OF SOUTH CAROLINA - Ashmore & Haas, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

BOOK 1264 PAGE 435

FILED
MORTGAGE OF REAL ESTATE, S. C.
TO ALL WHOM THESE PRESENTS MAY CONCERN
JAN 23 3 39 PM '73

DONNE S. TANKERSLEY
R.H.C.

WHEREAS, E. Douglas Patton and Kennon H. Patton;

(hereinafter referred to as Mortgagor) is well and truly indebted unto J. T. Massey and Sudie W. Massey,

(hereinafter referred to as Mortgagee) 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 Fifty Thousand and No/100 (\$50,000.00) due and payable in monthly payments of \$387.65 each, commencing July, 1973, said ~~payments to be due and payable on or before the 5th day of each month. Said payments are to be applied first to interest, then to principal. The Promissors shall not have the right to anticipate payments prior to March 1, 1978. After March 1, 1978, the promissors shall have the right to anticipate payments. Any payments in anticipation in any one calendar year not exceeding 20% of the remaining unpaid balance of said note shall be without penalty. However, any payments in anticipation in excess of 20% of the remaining unpaid balance of said note shall have added thereto as penalty the full interest rate for that portion of said anticipated payment exceeding 20% of the remaining unpaid balance with interest thereon from date at the rate of 7% per annum.~~ ^{per annum per annum to be paid} ~~as~~ ^{as} ~~the remaining unpaid balance with interest thereon from date at the rate of 7% per annum.~~ ^{as} ~~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:~~

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor 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 Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing 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, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, in the City of Mauldin, on the western side of Route 276 (Main Street), consisting of approximately 0.73 acres, as shown on plat entitled Property of E. Douglas and Kennon H. Patton, dated December 16, 1972, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 4 Y, at Page 29 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Route 276 (Main Street) and running thence S 72-10 W, 200 ft. to an iron pin; thence S 17-50 E, 162 ft. to an iron pin; thence N 72-10 E, 200 ft. to an iron pin on the western side of Route 276 (Main Street); thence along the western side of Route 276 (Main Street) N 17-50 W, 162 ft. to the point of beginning.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of 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 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 Mortgagor 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 Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.