



STATE OF SOUTH CAROLINA
COUNTY OF Greenville

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, J. C. Forrester and/or Jeanette Forrester

(hereinafter referred to as Mortgagor) is well and truly indebted unto Termplan, Inc.

(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

Four thousand, eight hundred, sixty and Dollars (\$0 4,860.00) due and payable

with interest thereon from March 13, 1978 the rate of eight (8) 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:

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

ALL that piece, parcel or lot of land together with buildings and improvements, situate, lying and being on the Southeastern side of Avice Dale Drive, in Greenville County, South Carolina, being shown as the Western portion of Lot No. 11 on a Plat of Property of Avice W. Loomer made by W. J. Riddle, Surveyor, dated November, 1944, and recorded in the PNC Office for Greenville County, S.C., in Plat Book B, page 53, and having according to a plat thereof made by Campbell & Clarkson Surveyors, Inc., dated January 13, 1970, the following metes and bounds, to wit:

BEGINNING at an iron pin on the Southeastern side of Avice Dale Drive at the joint front corners of Lots Nos. 10 and 11, and running thence along the common line of said lots, S. 55-15 E., 639 feet to an iron pin; thence N. 32 E. 134.4 feet to an iron pin; thence through Lot No. 11, N. 55-15 W., 663.8 feet to an iron pin on Avice Dale Drive; thence along the Southeastern side of Avice Dale Drive, S. 22-13 W., 138 feet to an iron pin, the beginning corner.

The above property is the same conveyed to the Grantor herein by deed of J. L. Bagwell recorded in Deed Book 918, page 281, and is hereby conveyed subject to rights of way, easements, conditions, public roads and restrictive covenants reserved on plats and other instruments of public record and actually existing on the ground affecting said property.

The Grantees agree to pay Greenville County property taxes for the tax year 1970 and subsequent years.

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 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.