

FILED
GREENVILLE CO. S. C.

BOOK 1291 PAGE 571

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

SEP 25 11 28 AM '73 MORTGAGE OF REAL ESTATE
DONNIE S. TANKERSLEY
R.M.C. WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Emanuel S. Waters

(hereinafter referred to as Mortgagor) is well and truly indebted unto Residential Enterprises, 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 and five hundred and ninety-four dollars and fifty-three cents.

Dollars (\$ 4,594.53) due and payable
with a minimum payment of \$15.00 a month for 12 months. \$25.00 a month for the next 12 months. \$50.00 per month until balance paid. There is no penalty for early pay off.

with interest thereon from Sept. 1, 1973 at the rate of 8 1/2 per centum per annum, to be paid:

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:

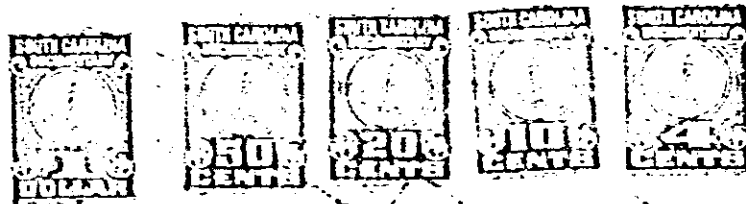
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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. All that piece, parcel or lot of land situate, lying and being on southern side of Otis Street in the city and county of Greenville, state of South Carolina, and being known and designated as part of lot #5 on plat of "property of Roy Lee Butler & Dorothy P. Butler" dated August 8, 1967 prepared by J. Mack Richardson R.L.S. to be recorded & having according to said plat, the following metes and bounds, to-wit:

Beginning at a point on southern side of Otis Street 158 ft. from intersection of Otis Street and Elm Street, and running thence down the southern side of Otis Street N. 71-35 E. to an iron pin; thence S. 18-59 E. 185.1 feet to an iron pin at corner of Lot #4; running thence down the joint lines of Lots 4 & 5, S. 63-21 W. 55 feet to an iron pin at corner of Lots #5 and 7; running thence down the joint line of lots 5 & 7, N. 19-08 W. 193 feet to the beginning corner.

This is the same property conveyed to grantors by Estelle F. Burry by deed recorded August 17, 1967 in vol. 825 page 332 of the RMC Office for Greenville County, S.C., and is conveyed subject to any recorded restrictions, easements to rights of way or those shown on the plat or ground.

As a part of the consideration for this conveyance, the grantee assures and agrees to pay that certain mortgage given by grantor to Collateral Investment Company (who assigned it to Franklin Society Federal Savings & Loan Association) dated August 17, 1967 in the original amount of \$16,000 recorded in mortgage vol. 1066 page 529 on which there is a balance due of \$14,862.07. ALSO GRANTEE ASSUMES and agrees to pay that certain mortgage given by grantors to CIT Financial Services, Inc. in the original amount of \$7,030 recorded July 15, 1971 in vol. 1198 page 629 on which there is a balance due of \$5,556.00!



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 Mortgagee further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee hereon, from and against the Mortgagor and all persons who may ever lawfully claiming the same or any part thereof.

4328 RV.2