2/41304 H21199

STATE OF SOUTH CAROLINA COUNTY OF Greenville

## MORTGAGE OF REAL ESTATE TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

Thomas H. & Donna Y. Porterfield

DONNIES, TANNES S. S

(hereinafter referred to as Mortgagor) is well and truly indebted unto

date

Termplan, Inc. 105 W. Washington St. Greenville, S. C. 29601

(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

Nine Hundred Sixty and no/100

Dollars (\$ 950,00

) due and payable

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in 24 installments of \$ 40.00 each, commenting March 1, 1974

with interest thereon from

at the rate of 31.03

per centum per annum, to be paid: 24 X 40.00 each

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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, 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 those pieces, parcels or lots of land, together with buildings and improvements constructed thereon, situate, lying and being on the Northern side of Rockvale Drive

in Gantt Township, Greenville County, South Carolina, being shown and designated as Lots Nos. 8 and 9 on a Plat of RCCKVAIE, Section 1, made by J. Mac Richardson, RLS, dated October, 1958, recorded in the RMC Office for Greenville, County, S. C., in Plat Book QQ, page 108, reference to which is hereby craved for the metes and bounds thereof.

The above property is a part of the same conveyed to the Grantor by deed of American Mortgage & Investment Company recorded in Deed Book 893, page 31, 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.

C. NO. ISCUTO