800x 1374 PAGE 819

STATE OF SOUTH CAROLINA COUNTY OF Greenville



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

WHEREAS, We, Sam and Hazel J. Wilson

(hereinafter referred to as Mortgagor) is well and truly indebted unto Termplan, Inc., 105W. Washington St. Greenville, S.C.

(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

Two thousand seven hundred thirty six and no/100----- Dollars (\$ 2,736.00 ) due and payable

in Thirty-Six (36) monthly installments of Seventy-Six (\$76.00) dollars each commencing on the 1st day of September, 1976 due and payable on the 1st day of each month thereafter until paid in full.

with interest thereon from

7-23-76

at the rate of 14

14.99 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 Greenville

ALL that certain piece, parcel or lot of land in Greenville County, State of South Carolina, being known and designated as Lot No. 41 of Subdivision entitled Property of Pride & Patton Land Company as shown by plat thereof prepared by R.E. Dalton dated June 1920 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Heatherly Drive and the joint front corner of Lot Nos. 41 and 42 and running thence with the southwestern side of Heatherly Drive N 53-45 W 50 feet to an iron pin at the joint front corner of Lots 41 and 41; thence with the line of Lot No. 40 S 36-15 W 210 feet to an iron pin; thence with the real line of Lot No. 4 S 53-45 E 50 feet to an iron pin at the joint rear corner of Lots 41 and 42; thence with the line of Lot No. 42 N 36-15 E 210 feet to the beginning corner.

This being the same property conveyed to W.P. Hall by deed recorded in Deed Volume 176 at Page 159. W.P. Hall has since died testate devising the property to the grantor therein.

This conveyance is made subject to any restrictive covenants, building set back lines, rights of ways and easements which may affect the above described property.

Derivation: Book 823 Page 502.



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.

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