

STATE OF SOUTH CAROLINA
COUNTY OF Greenville



800-1370 PAGE 997



MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:



WHEREAS, I, Helen S. Schneider

(hereinafter referred to as Mortgagor) is well and truly indebted unto **Terplan, Inc., 105 W. 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

Three thousand two hundred forty and no/100----- Dollars \$ 3,240.00 due and payable in **Thirty Six (36)** monthly installments of **Ninety (\$90.00)** dollars each commencing on the **5th day of October, 1976** due and payable on the **5th day of each month thereafter** until paid in full.

with interest thereon from **8-25-76** at the rate of **15.68** 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 of our undivided right, title and interest in and to all that piece, parcel or tract of land, situate, lying and being in the Township of Paris Mountain, County of Greenville, State of South Carolina, on the Southeastern side of Sulphur Springs Rd., containing **1.05** acres, more or less, and being more particularly described as follows:

BEGINNING at an iron pin on Sulphur Springs Drive at a joint corner with Rosemary Schneider Cureton and Hugh B. Cureton, Jr. and running thence with said Drive S. 67E 147.5 feet to an ironpin to the center line of a branch; thence along the center line of said branch in a Northwesterly direction, 162 feet, more or less to a point in the line of said property owned by Rosemary Schneider Cureton and Hugh B. Cureton, Jr; thence with the Cureton line, S. 20-10 W. 320.1 feet more or less, to an iron pin on the edge of Sulphur Springs Drive, the point of Beginning.

This being a portion of the property deeded to J.C. Southerlin by deed recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 310, at Page 26, and being a portion of the property devised to the Grantors herein by Will of the said J.C. Southerlin see the Probate Court for Greenville County, Apartment 701, file 14.

This property is conveyed subject to all easements, right-of way, conditions and restrictions of record.

The Grantee herein assumes and agrees to pay that certain mortgage on the above described premises given to the Fidelity Federal Savings and Loan Associations of Greenville, South Carolina and recorded in the R.M. C. Office for Greenville County, South Carolina, in the Real Estate Mortgage Book 886, at page 194.

Grantor: Nelle Southerlin and Betty Norton, dated 7-16-70 and recorded 7-21-70 volume 894 page 376.



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 intent and 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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