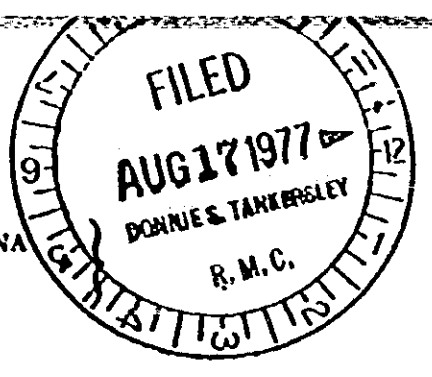


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STATE OF SOUTH CAROLINA
COUNTY OF Greenville

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

WHEREAS, Bernice N. Tarrance

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

One Thousand Seven Hundred Seventy Six and no/100 ----- Dollars (\$1,776.00) due and payable in Twenty Four (24) monthly installments of Seventy Four (74.00) dollars each commencing on the 15th day of September, 1977, due and payable on the 15th day of each month thereafter until paid in full.
with interest thereon from **August 8, 1977** at the rate of **13.43** 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:

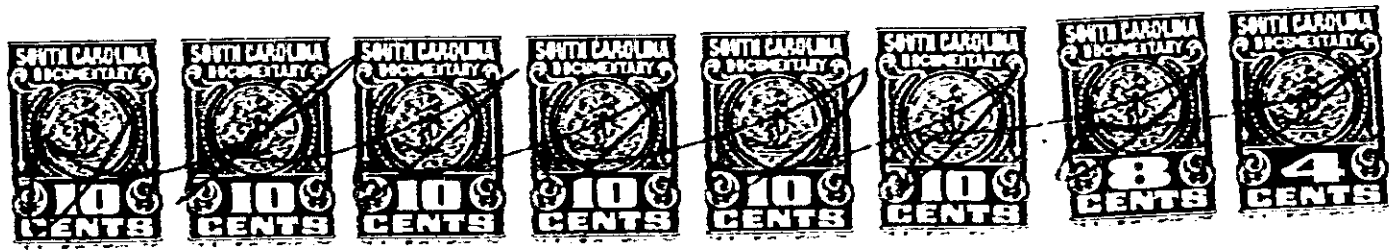
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of **Greenville**

All our undivided interest in and to certain lots situate, lying and being in the County of Greenville, State of South Carolina, shown and designated on a plat of Brewertown recorded in the R.M.C. Office for Greenville County in Plat Book, at pages 253 and 254, said lots having the courses and distances shown on said plat, and fully designated by the following Numbers, to wit: Lots number 8, 9, 10, and 11, being the same lots conveyed to Will Tarrance by a deed recorded in Deed Book 206 at Page 95.

Lots number 95 and 96, being the same lots conveyed to Will Tarrance and Gertrude Tarrance by a deed recorded in Deed Book 644 at page 193, lots 99 and 100, being the same lots conveyed to Will Tarrance and Gertrude Tarrance by a certain deed recorded in Deed Book 280 at page 228. The aforesaid, Gertrude Tarrance died intestate in Greenville County, South Carolina, on or about March 5, 1963, leaving as her sole heirs at law her husband, Will Tarrance, and four children, Barbara T. Griffin, Bernice Tarrance, Mattie Ruth T. Norman, and Sarah Frances T. Thompson.

Grantors: Mattie Ruth Norman and Sarah Frances T. Thompson dated 4-12-71.

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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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