

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

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

WHEREAS, STEPHEN R. MULLINAX AND JANET W. MULLINAX

(hereinafter referred to as Mortgagor) is well and truly indebted unto MACK D. ROGERS AND SUE N. ROGERS

(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 Thousand Seven Hundred Fifty and No/100-----

Dollars (\$ 9,750.00 ) due and payable

in sixty (60) equal monthly installments of Two Hundred Two and 41/100 (\$202.41) Dollars with first payment being due and payable January 1, 1978.

with interest thereon from date of January 1, 1978 at the rate of nine per centum per annum, to be paid: monthly

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, being located on the East side of S.C. Highway 139 - Greer-Pelham Road, about two and one-half miles South of Greer, S.C., and shown as Lot 9 on a Subdivision for Pet Nona Rogers Estate on plat prepared by W. N. Willis, Engineers, dated December 10, 1975, and recorded in the R.M.C. Office for Greenville County in Plat Book 5J, Page 85 and containing five and five-hundredths (5.05) acres, and having the following metes and bounds, to-wit:

BEGINNING at a point in S.C. Highway 139 (Greer-Pelham Road), corner between Lots 8 and 9 on said plat; thence along line between said Lots 8 and 9 N. 70-41 E., 622.5 feet to iron pin on line of Lot 7; thence along line of Lots 7 and 6, S. 15-53 E., 350 feet to iron pin, corner of Lot 10; thence along line between Lots 9 and 10 S. 74-02 W., 693.7 feet to point in S.C. Highway 139; thence along said Highway N. 17-40 W., 74 feet; thence N. 1-25 E., 251 feet to point of beginning.

This is the same property conveyed to the mortgagors by deed of Mack D. Rogers and Sue N. Rogers recorded in the R.M.C. Office for Greenville County, S.C. on November , 1977, in Deed Book 1069, Page 10.

THIS IS A PURCHASE MONEY MORTGAGE.

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.

4328 RV-21