

MORTGAGE OF REAL ESTATE—Prepared by WILKINS & WILKINS, Attorneys at Law, Greenville, S. C.

BOOK 1438 PAGE 33

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE CO. S.C.

JUL 13 3 54 PM '79

DOMINE S. TANNER-SLEY
REC'D

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

WHEREAS, We, H. J. Martin and Joe O. Charing

(hereinafter referred to as Mortgagor) is well and truly indebted unto The United Methodist Church, Greenville District

(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

TWENTY EIGHT THOUSAND ----- Dollars (\$ 28,000.00) due and payable
on or before July 13, 1979

with interest thereon from _____ date _____ at the rate of 8% per centum per annum, to be paid: at maturity

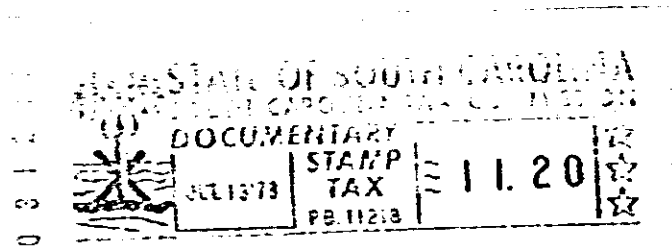
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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, the Mortgagee's heirs, 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, lying on the northern side of Hudson Road, being known and designated as Lots 1 through 8 inclusive as shown on plat entitled "Terra Court" prepared by Campbell & Clarkson Surveyors, Inc. dated May 18, 1978 being recorded in the RMC Office for Greenville County in plat book 6H at page 60 and having such metes and bounds as appears on said recorded plat.

This is the same property conveyed to mortgagors by The United Methodist Church, Greenville District, by its duly authorized trustee, by deed dated July 13, 1978 to be recorded simultaneously with this mortgage.

The mortgagee agrees to release the lots herein described upon payment of \$3,000 for each lot of the first six lots released, and the balance of principal and accrued interest when the seventh lot is released.



Mortgagee's address:
The United Methodist Church
Greenville District
222 Rutherford Street Suite B
Greenville, S. C. 29609

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 is 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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