

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.
OCT 6 10 1978
FANNIE S. TAYLOR

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Juel M. Bjerke and Kathy J. Bjerke

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

James D. Ernest

(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 Thousand, Four Hundred and no/100ths

Dollars (\$ 20,400.00) due and payable

with interest thereon from 10-6-78 at the rate of 9-1/2% per centum per annum, to be paid in monthly installments of Two Hundred Thirteen and 01/100ths Dollars (\$ 213.01), beginning November 6, 1978 and each month thereafter except that the principal balance, (see * below) 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:

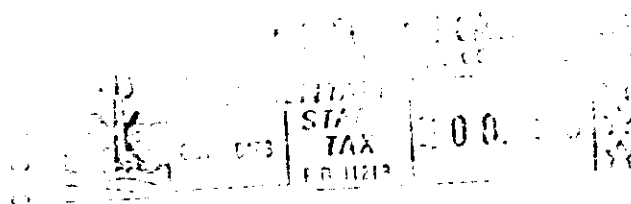
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville on the southern side of Bainbridge Drive, being shown on a plat of Beatrice Billings, Dated April 8, 1946, prepared by Pickell and Pickell and recorded in Plat Book AA, Page 96, in the RMC Office for Greenville County, South Carolina and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Bainbridge Drive and running thence S 15-05 E 70 feet to an iron pin; thence N 86-41 W 210.1 feet to an iron pin; thence N 14-11 W 70 feet to an iron pin on the southern side of Bainbridge Drive; thence with said Drive S 86-41 E 208.9 feet to the point of beginning.

DERIVATION: This being the same property conveyed to Mortgagor herein by deed of James D. Ernest and Nellenne L. Ernest as recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1089, Page 381, on October 6, 1978.

* if not sooner paid, shall be paid in full on October 6, 1988.

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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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