

MORTGAGE OF REAL ESTATE - BRISSEY, LATHAN, FAYSSOUX, SMITH & BARBARE, P.A.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE CO. S.C.
1978 3 21 PM
MORTGAGE OF REAL ESTATE BOOK 1450 PAGE 471
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, ROBERT D. TERRELL AND MARY I. TERRELL

(hereinafter referred to as Mortgagor) is well and truly indebted unto THOMAS C. BRISSEY

(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 Sixteen Thousand Nine Hundred Sixteen and 31/100-----

-----Dollars (\$16,916.31) due and payable as follows: \$5,000.00 on or before January 1, 1980, \$5,000.00 on or before January 1, 1981, \$5,000.00 on or before January 1, 1982, and the balance due and payable on or before January 1, 1983, together with interest on the declining unpaid balance from date at the rate of 8%, said interest shall be accumulated yearly and paid in full with the final payment on or before January 1, 1983, with interest thereon from date at the rate of eight per centum per annum, to be paid: as provided hereinabove.

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 her-by 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, City of Greenville, on the western side of Lavinia Avenue and being a portion of the Rowley Place and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Lavinia Avenue at the joint front corner of Lots Nos. 16 and 17 and running thence with the joint line of said Lots, S.76-17 W. 153.57 feet to the right-fo-way of Academy Street; running thence with said right-of-way, N.20-14 W. 59.8 feet to an iron pin in the side line of Lot No. 18; running thence with Lot No. 18, N.76-17 E. 152.07 feet to an iron pin on the western side of Lavinia Avenue; running thence with the western side of said Avenue, S.21-45 E. 60 feet to an iron pin, the point of beginning.

THIS is the same property as that conveyed to the Mortgagors herein by deed from Thomas C. Brissey, dated November 15, 1978, and recorded in the RMC Office for Greenville County on November 16, 1978.

THE mailing address of the Mortgagee herein is 850 Wade Hampton Boulevard, Greenville, South Carolina 29609.

GCTO

NOV 16 78
084
470

15 Nov 28
Thomas C. Brissey
Deputy Mayor

STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP
TAX
\$ 06.00
NOV 16 1978
PV 11218

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 such 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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