

MORTGAGE OF REAL ESTATE

1704 1979

STATE OF SOUTH CAROLINA }
COUNTY OF Greenville

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN

WHEREAS, We, P. Randall Bentley and Edward C. Case

(hereinafter referred to as Mortgagor) ^s are well and truly indebted unto Carrie Ellen Bates, her heirs and assigns, forever,

(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 **Forty-three Thousand, Five Hundred and No/100** ----- Dollars (\$ **43,500.00**) due and payable **one-third of principal one year from date plus interest at rate of 8% per annum, then an additional one-third of principal two years from date plus interest at rate of 9% per annum, and the remaining one-third of principal three years from date plus interest at rate of 9% per annum**

~~xxxxxxxxxxxx~~ ~~xxxxxxxxxx~~ ~~xxxxxxxxxxxx~~ 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.

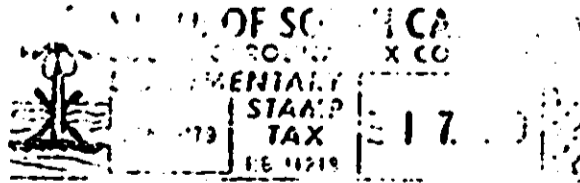
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagee 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, conveyed, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

- ^{those} "ALL ~~the~~ certain piece ^s ~~of~~ ^s ~~land~~, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, designated as Lot No. 241, Sec. 1 on plat of F. W. Poe Mfg. Co. subdivision, by Dalton & Neves dated July 1950, recorded in R. M. C. Office Greenville Co. in Plat Book "Y" pages 26-31 inclusive;
- Also Lot No. 202, Sec. 1, plat of Poe Mill Village, recorded in Plat Book "Y", pages 26-31 inclusive, R. M. C. Office, Greenville Co.
- Also Lot 186 of Sec. 1, plat by Dalton & Neves dated 1950, recorded in R. M. C. Office Greenville Co., Plat Book "Y", pages 26 through 31;
- Also Lot 213, Sec. 1, F. W. Poe Mfg. Co. subdivision, plat by Dalton & Neves dated 1950, recorded in R.M.C. Office Greenville Co. in Plat Book "Y", pages 26 through 31;
- Also Lot No. 244 Sec 1, F. W. Poe Mfg. Co. subdivision, plat by Dalton & Neves dated 1950, recorded in Plat Book "Y", pages 26 through 31, R. M. C. Office Greenville Co;
- Also Lot NO. 169 Sec. 1, F. W. Poe Mfg. Co. subdivision, plat by Dalton & Neves dated 1950, recorded in Plat Book "Y", pages 26 through 31, R.M.C. office Greenville Co;
- Also Lot No. 108, Sec. 1, F. W. Poe Mfg. Co. subdivision, plat by Dalton & Neves dated 1950, recorded in Plat Book "Y", pages 26 through 31, R.M.C. Office Greenville Co. S. C.

(This is a purchase money mortgage)

The Purchasers reserve the right to pre-pay in accordance with the terms and conditions in the amendment to the contract. Purchasers agree to establish a legally sufficient trust account in the event that more than one-third (1/3) of the outstanding balance is paid prior to the due date, in the name of Carrie Ellen Bates.

Derivation. This being the same item (7) ltr conveyed to the Mortgagee by deed of Carrie Ellen Bates, recorded simultaneously herewith on January 2, 1979.



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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