

MORTGAGE OF REAL ESTATE

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STATE OF SOUTH CAROLINA GREENVILLE CO. S.C. MORTGAGE OF REAL ESTATE

FILED 11 8 49 AM '79 DONNIE S. TANKERSLEY R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS DANNY L. CARSON and JEAN ANN CARSON

(hereinafter referred to as Mortgagor) is well and truly indebted unto ROBERT S. PRICE and JEANE K. PRICE

(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 THIRTY-FIVE THOUSAND TWO HUNDRED FIFTY-EIGHT and 81/100----- Dollars (\$ 35,258.81-----) due and payable \$294.32 commencing on the first day of July, 1979 and \$294.32 on the first of each and every month thereafter until paid in full on the first of June, 2009 with the privilege of anticipating any or all of the balance due at any time subject to the specific conditions described below

with interest thereon from date hereof at the rate of 9 1/2 per centum per annum 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 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, situate on the northern side of Guyton Street, being shown as lot No. 132 on a plat of HERITAGE HILLS, recorded in Plat Book YY at Page 187, and described as follows:

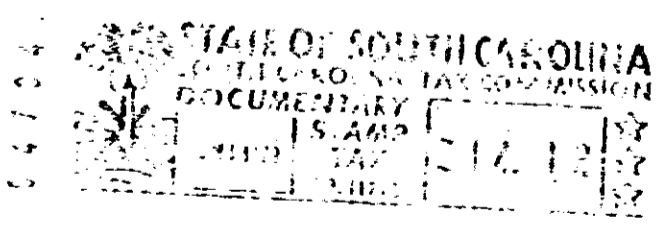
BEGINNING at an iron pin on the northern side of Guyton Street, at the corner of Lot No. 131, and running thence with the curve of the northern side of said Street, the chords of which are N 88-47 W, 50.4 feet and S 87-32 W, 50 feet to an iron pin, corner of Lot No. 133; thence with the line of said lot N 6-20 W, 173.3 feet to an iron pin in line of Lot No. 126; thence with the lines of Lots Nos. 126 and 127, N 70-07 E, 136 feet to an iron pin, corner of Lot No. 130; thence with the lines of Lots Nos. 130 and 131, S 2-19 W 217.4 feet to the point of beginning.

ALL or any part of the indebtedness represented by such note may be prepaid upon payment of the following penalties:

- During first 3 years after closing, a penalty equal to 2% of the principal amount prepaid.
During the fourth and fifth years after closing, a penalty equal to 1% of the principal amount prepaid.

THIS being the same property conveyed to the Mortgagors herein by deed of Robert S. Price and Jeane K. Price, of even date, to be recorded herewith.

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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 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 entitled 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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