

## MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLEFILED  
GREENVILLE CO. S.C.  
NOV 1 3 13 PM '79  
DONNIE S. TANKERSLEYMORTGAGE OF REAL ESTATE  
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Victor P. Berg and Lynn S. Berg

(hereinafter referred to as Mortgagor) is well and truly indebted unto Double C, Inc.

(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-Nine Thousand Nine Hundred and 00/100-----

----- Dollars (\$ 39,900.00 ) due and payable  
in equal consecutive monthly installments of Three Hundred Ninety-Five and 41/100  
(\$ 395.41) Dollars, beginning December 1, 1979, and shall continue in a like amount each  
and every month thereafter until the entire indebtedness evidenced by said note is paid  
in full,

with interest thereon from date at the rate of 11 1/2% per centum per annum.

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, being in Paris Mountain Township and lying on the Eastern side of Phillips Avenue and being shown and designated as Lot 41 on a plat entitled "Property of Joe A. Phillips", recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book LLL at Page 75, and being more recently shown on a plat entitled "Property of Victor P. Berg and Lynn S. Berg", by W. R. Williams, Jr., Surveyor, dated October 17, 1979 and recorded in the R.M.C. Office for Greenville County in Plat Book 24 at Page 34, and having, according to the more recent plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Eastern side of Phillips Avenue, joint front corner of Lots 41 &amp; 42 and running thence with the eastern side of said Avenue N. 1-58 E. 75.0 feet to an iron pin; thence along the southeastern intersection of Phillips Avenue and Rockview Drive, following the curvature thereof, N. 46-58 E. 35.35 feet to an iron pin; thence along the southern side of Rockview Drive S. 88-02 E. 150.0 feet to an iron pin, joint corner with property of Phillips; thence S 1-53 W. 100.0 feet to an iron pin, joint rear corner of Lots 41 &amp; 42; thence with the common line of Lots 41 &amp; 42, N. 88-02 W. 175.0 feet to the point of beginning.

THIS being the same property as conveyed to the Mortgagors herein by deed of Double C, Inc. and being recorded in the R.M.C. Office for Greenville County in Deed Book 1114 at Page 268 on Nov 1, 1979.

THE address of the Mortgagee herein is: 850 Wade Hampton Boulevard, Greenville, S.C. 29609.

THIS IS A PURCHASE MONEY MORTGAGE.

THE Mortgagors shall have the right to pre-pay all or any part of the obligation secured by this mortgage without penalty at any time.

THIS property cannot be sold or transferred without the prior written consent of the Mortgagee.

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.