

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

RECORDED  
JUL 30 1980  
S. C.  
ALL WHOM THESE PRESENTS MAY CONCERN:  
W. S. SLEASLEY

MORTGAGE OF REAL ESTATE

ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, John H. Bearden

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

(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 Fifty One Thousand and NO/100-----

Dollars (\$ 51,000.00 ) due and payable at the monthly rate of \$524.60 beginning September 1, 1980 and continuing on the same day of each month for a period not to exceed 5 years( 60 Months ). At the end of the five years, the entire balance shall be due and payable in a lump sum. Interest is payable in arrears.

with interest thereon from July 31, 1980 at the rate of twelve per centum per annum, to be paid: monthly

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 eastern side of Foxcroft Road, being shown and designated as Lot 2 on a plat of Section 1, Carter's Grove, recorded in the R.M.C. Office for Greenville County in Plat Book 4-R, Page 99 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Foxcroft Road at the joint front corner of Lots 1 and 2 and running thence with the joint line of said lots S. 80-05 E., 170 feet to an iron pin at the joint rear corner of Lots 1 and 2; thence with the rear line of Lot No. 2 S. 10-31 W., 93 feet to an iron pin at the joint rear corner of Lots 2 and 3; thence with the joint line of said lots N. 78-24 W., 170.7 feet to an iron pin on the eastern side of Foxcroft Road; thence with Foxcroft Road N. 12-08 E., 25 feet to an iron pin; thence continuing with the eastern side of Foxcroft Road N. 10-31 E., 63 feet to the point of beginning.

This is the same property conveyed to the mortgagors by deed of Roy Lee Cashwell and Nancy P. Cashwell recorded in the R.M.C. Office for Greenville, County in Deed Book 1130, page 92 on the 31st day of July, 1980.

In the event the mortgagor becomes 60 days or more past due on any payment, the mortgagee may foreclose this mortgage.

Borrower shall pay to the note holder a late charge of any monthly installment not received by the note holder within 10 days after the installment is due. This late charge shall be Five (5%) percent of the amount of the monthly installment or Five (5%) percent of the final installment due at the end of five (5) years if that is the only remaining payment.

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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