

602 Brookmere Road, Simpsonville, South Carolina 29681

FILED  
GREENVILLE CO. S. C.

1980 OCT 30

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

OCT 31 4 30 PM '80  
DONNIE TANKERSLEY  
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, TIMOTHY L. BAXTER AND KIMBERLEY C. BAXTER

(hereinafter referred to as Mortgagor) is well and truly indebted unto DANNY L. SATTERFIELD

(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 EIGHT THOUSAND AND NO/100-----

-----Dollars (\$ 8,000.00 ) due and payable

IN EQUAL monthly installments of One Hundred Fourteen and 78/100 (\$114.78) Dollars for a period of One Hundred Twenty (120) months, Beginning November 1, 1980 and continuing monthly until paid in full

with interest thereon from October 31, 1980 the rate of 12% per centum per annum, to be paid: AS SET OUT ABOVE.

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

ALL that certain piece, parcel, or lot of land, situate, lying and being on the eastern side of Brookmere Road, City of Simpsonville, Greenville County, South Carolina, being shown and designated as Lot 57 on a Plat of Section 4, BELLINGHAM, recorded in the RMC Office for Greenville County in Plat Book 5-P, at Page 48, and having, according to a more recent survey, by Freeland & Associates, dated January 29, 1979, the following metes and bounds:

BEGINNING on the eastern side of Brookmere Road, joint front corner of Lots 54 and 57, and running thence with the common line of said Lots S. 82-53 E. 65.15 feet to an iron pin; thence with the common line of Lots 57 and 58, S. 0-41 E. 150.45 feet to an iron pin on the northern side of Beaverdell Court; thence with said Court, N. 88-30 W. 42.0 feet to an iron pin; thence continuing with said Court, N. 85-00 W. 25.0 feet to an iron pin; thence with the curve of Beaverdell Court, the chord of which is N. 38-54 W. 34.65 feet to an iron pin on the eastern side of Brookmere Road, the point of beginning.

Derivation: Deed Book 1126, Page 551 - Danny L. Satterfield 10/31/80

IT IS expressly understood and agreed that this Mortgage shall not be assigned or assumed without the prior written consent of the Mortgagee.

THERE will be no penalty for prepayment. There will be a 5% charge for any payment received after the Fifteenth day of the month.

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE  
DOCUMENTARY  
STAMP  
TAX  
\$ 03.20

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.

50000

4328 RV-2