

MORTGAGE OF REAL ESTATE Prepared by RILEY AND RILEY, Attorneys at Law, Greenville, S. C.

1503 179

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
CO. S. C.
12 44 PM '80
DONNA P. WEATHERS
R.M.C.

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

Mortgagee's Address:
114 West Tallulah Drive
Greenville, SC 29605

WHEREAS,

we, GEORGE A. WEATHERS, JR. and DONNA P. WEATHERS,
(hereinafter referred to as Mortgagor) is well and truly indebted unto
GEORGE A. WEATHERS, SR.

(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 **Twenty-One Thousand, Eight Hundred Seventy-Five and No/100---**

Dollars (\$ 21,875.00---) due and payable

in 120 consecutive monthly installments of **Two Hundred Sixty-Five and 40/100 (\$265.40)** Dollars beginning on the 1st day of January, 1981 and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on **the first day of December, 1990.** at the rate of **eight (8%)** per centum per annum, to be paid: **monthly** date

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 --"~~

All that certain piece, parcel or lot of land, with the buildings and improvements thereon, lying and being on the southeasterly side of Sunset Drive, in the City of Greenville, South Carolina, and being designated as Lot No. 40 on plat of Knollwood as recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book EE, Page 35, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeasterly side of Sunset Drive, joint front corner of Lots 39 and 40, which pin is located in the center of a 10 foot easement and running thence along the southeasterly side of Sunset Drive N. 35-14 E. 57 feet to an iron pin; thence continuing along said Drive N. 30-59 E. 30.9 feet to an iron pin, joint front corner of Lots 40 and 41; thence along the common line of said lots S. 55-56 E. 182.4 feet to an iron pin, joint rear corner of said lots, said pin also being located in the center of a 10 foot easement; thence along the center of said 10 foot easement S. 35-14 W. 91.7 feet to an iron pin, joint rear corner of Lots 39 and 40, which pin is also in the center of a 10 foot easement; thence along the common line of said lots and through the center of said easement N. 54-46 W. 180 feet to the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of Mary Elizabeth Heacock to be recorded herewith.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
DOCUMENTARY
STAMP
\$ 09 70
RECORDED

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.

0 1 7 9

4328 RV-2