

c/o John Cosby; Box 143 - EDS; 92 Brattle Street; Cambridge, Mass. 02138

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

RECORDED  
NOV 26 4 36 PM '80  
DONNA  
ANNERSLEY  
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, George M. Zimmerman, Margaret Greyard Cline and James F. Carter, Jr.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Mary S. Parker, Mary Stuart P. Cosby and John C. Cosby

(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-seven Thousand Eight Hundred and 00/100 -----

Dollars (\$ 37, 800. 00 ) due and payable

according to the terms of that certain promissory note executed on even date herewith

with interest thereon from \_\_\_\_\_ date \_\_\_\_\_ at the rate of eleven \_\_\_\_\_ per centum per annum, to be paid: \_\_\_\_\_ with the principal.

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, City of Greenville, and being known and designated as the Property of Carter, Cline and Zimmerman on a plat made by Freeland & Associates dated October 30, 1980, copy to the purchasers \_\_\_\_\_, containing 3.299 acres and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of Augusta Road and running thence N. 61-19 E. 963.9 feet to an iron pin; thence turning and running N. 29-15 W. 249.3 feet to an iron pin on the southern side of Augusta Place Street; thence turning and running with Augusta Place Street N. 61-59 E. 60.2 feet to an iron pin; thence turning and running S. 28-48 E. 249.2 feet to an iron pin; thence continuing S. 28-46 E. 126.2 feet to an iron pin; thence turning and running S. 61-16 W. (shown on plat as N. 61-16 E.) 1,004.8 feet to an iron pin on the northeastern side of Augusta Road; thence turning and running with Augusta Road N. 36-30 W. 128.9 feet to the iron pin at the point of beginning, and being designated as Tract I on said plat.

The above-described property has also been shown on the tax maps for Greenville County as Sheet 205, Block 1, Lots 16, 16.3 and 55.

The obligation secured hereby may be prepaid at any time without penalty after January 2, 1981.

The above-described property is the same acquired by the mortgagors by two deeds from the mortgagees dated November 10, 1980, 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 fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

DO 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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