

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
CO. S. C.
DEC 31 3 58 PM '80
DONN. TANNERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

BOOK 1529 PAGE 57

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, RALPH FAIRBANK

(hereinafter referred to as Mortgagor) is well and truly indebted unto MARY D. OWINGS,

(Assumption of Mortgage May 18th, 1979, Vol 1467, Page 73.)

(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

-Nine Thousand and Thirty Six and no/100 Dollars (\$9,036.00) due and payable

This mortgage cannot be assumed by another party.

with interest thereon from date at the rate of 2% per centum per annum, to be paid: monthly, 15 consecutive years.
payments due and payable beginning January 1st, 1981.

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, in the township of Greenville, and being known and is designated as Lot No 5, on plat of property of Greenville Trust Company, which plat is of Record in the R.M.C. Office for Greenville County in Plat Book A., at page 177, having a frontage of 50 feet, more or less on Monaghan Ave (now Gridley St.), and having a depth of 210 feet, more or less.

This being the same property conveyed to ALAN SWEET AND JACQUE SWEET, by deed from Mary D. Owings, and recorded vol 1102 page 818, May 18th, 1979.

Property to be maintained, with adequate insurance to holder of first mortgage, Mary D. Owings, and payment of all property taxes.

GCTO --- 1 DE31 80 864

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
DOCUMENTARY
STAMP
DEC 31 1980

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 such 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.

0057

4328 RV-2