

MORTGAGE OF REAL ESTATE

ECO: 1532 PAGE 562

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S.C.

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

WHEREAS, Betty T. ~~Carvin~~ ^{Donnie S. Tankersley} in 5 03 PM '81

(hereinafter referred to as Mortgagor) is well and lawfully indebted unto Joseph M. Johnson, Mary M. Johnson, Bettie J. Brummitt, Louise J. Cox and David Wesley Johnson

(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 Fourteen thousand and 00/100-----

----- Dollars (\$14,000.00) due and payable in equal consecutive monthly installments each in the amount of One hundred eighty five and 02/100 (\$185.02) Dollars, beginning February 23, 1981, and shall continue in a like amount each and every month thereafter until the entire indebtedness is paid in full. All interest not paid when due to bear interest at same rate as principal. All payments to be applied first to interest and the balance to principal with interest thereon from date at the rate of ten (10%) per centum per annum, to be paid: monthly The borrower shall have the right to anticipate payment or prepay this obligation in whole or in part at any time without penalty.

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, the Mortgagee's heirs, 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, near Travelers Rest, on the western side of U. S. Highway 25, containing 5.0 acres and being shown and delineated on a survey for Joseph M. Johnson by Williams & Plumblee, Inc., Engineers/Surveyors, dated January 19, 1981 and recorded in the RMC Office for Greenville County in Plat Book 8-1 at page 75, reference being craved to said plat for a more particular metes and bounds description.

TOGETHER with a right of way for ingress and egress 25 feet in width along the southernmost boundary of the above described property, having a compass bearing of N. 76-31 W., all as more particularly shown and described on the above referenced plat, and being north of the mortgagor's southernmost property line.

TOGETHER with an easement and right of way for ingress and egress 25 feet in width along the joint common line of the mortgagee's remaining property and the mortgagor's property described above having a compass bearing of N. 76-31 W., all as more particularly shown and described on the above referenced plat, and being south of the mortgagor's southernmost property line.

This is the same property conveyed to the mortgagor by deed of Joseph M. Johnson, Mary M. Johnson, Bettie J. Brummitt and Louise J. Cox recorded in the RMC Office for Greenville County in Deed Book 1143 at page 693 on February 13, 1981, and by deed of David Wesley Johnson recorded in said RMC Office in Deed Book 1142 at page 705 on February 13, 1981.

The mortgagees hereby covenant and agree to subordinate the within mortgage to the lien of a first mortgage for 1 acre of the above described property fronting on U. S. Highway 25 for a distance of 164.9 feet upon payment of the sum of \$1,500.00 by the mortgagor to the mortgagees. This said sum to be in addition to and beyond any of the monthly payments made by the mortgagor hereunder as set forth above.

The mortgagee's address is:

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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.

4. 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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