LAW OFFICES OF BRISSEX LATHAN, FAYSSOUX, SMITH & BARBARE, P.A., GREENVILLE, SOUTH CAROLINA

MORTGAGE OF REAL ESTATE

O S. C.

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

ON THE STATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Krishnanand K. Kini and Hemaprabha K. Kini

ON 1513

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(hereinafter referred to as Mortgagor) is well and truly indebted unto Sara C. Peterson

(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-Two Thousand and 00/100------

\_\_\_\_\_\_Dollars (\$ 32,000.00 } due and payable

in equal monthly installments of Three Hundred Fifty-Two and 35/100 (\$ 352.35) Dollars beginning one month from date and continuing in a like amount for a period of twenty (20) years until paid in full

with interest thereon from

date

at the rate of 12 %

per centum per annum, to be paid:

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, at the intersection of Forestdale Drive and Red Cherry Lane, being known and designated as Lot No. 57, Forestdale Heights, as shown on plat thereof prepared by R. K. Campbell, dated December, 1956, and November, 1958, which plat is of record in the R.M.C. Office for Greenville County, South Carolina in Plat Book KK at Page 199, reference to said plat being craved for a metes and bounds description thereof.

THIS being the same property as conveyed to the Mortgagors herein by deed of Sara C. Peterson recorded in the R.M.C. Office for Greenville County in Deed Book  $\cancel{149}$  at Page  $\cancel{2/3}$  on June 3, 1981.

THE address of the Mortgagee herein is: 101 Roberta Drive, Greenville, S. C. 29615

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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 factures 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 is 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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