

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA } FILED
COUNTY OF GREENVILLE } GREENVILLE CO. S. C. MORTGAGE OF REAL ESTATE BOOK 1543 PAGE 268

JUL 11 11 41 AM 1981 ALL WHOM THESE PRESENTS MAY CONCERN:
DONA W. WILKINSON
R. M. C.

WHEREAS, Joseph D. Whitaker and Luann L. Whitaker

(hereinafter referred to as Mortgagor) is well and truly indebted unto J. Edward Myers and Ruby S. Myers,
(Rt. 3, Box 33, Hamptonville, NC 27020)

(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-four Thousand, Nine Hundred, Fifty and no/100ths Dollars (\$ 34,950.00) due and payable

with interest thereon from July 1, 1981 at the rate of twelve per centum per annum, to be paid: as set forth in said note.

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, on the west side of the turn-around of Cadillac Court and being known and designated as Lot 17 on plat of Coachman Estates, Section Two, made by Campbell & Clarkson, dated February 4, 1972, recorded in the RMC Office for Greenville County in Plat Book 4-R, Page 29, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the west side of the turn-around of Cadillac Court, joint front corner of Lots 17 and 18 and running thence S 59-09 W 171.7 feet to an iron pin; running thence S 53-04 E 153 feet to an iron pin, joint rear corner of Lots 16 and 17; running thence N 17-23 E 152.5 feet to an iron pin on the southwest side of the turnaround of Cadillac Court; thence with the curve of said Cadillac Court, N 30-46 W 40 feet to the point of beginning.

DERIVATION: This being the same property conveyed to Mortgagor herein by deed of Joseph Wayne Myers and Sue B. Myers and recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1149, Page 375, on June 9, 1981.

THIS mortgage, and the note secured hereby, is assumable on the following terms: 1. During the initial five-year term from the date of this instrument this mortgage and note may be assumed upon the same terms and conditions as set forth in the note and mortgage. 2. At any time after the initial five-year term and prior to the maturity of this document, the note and mortgage may be assumed except that the Note holder reserves the right to escalate the interest to 75 percent of the prevailing home loan interest rate in the Greenville, South Carolina market area. Note holder's right to escalate pursuant to this paragraph shall apply to any and all forms of transfer including deeds, bond for title, wrap-around mortgages, and any other form of document that would have the effect of making a transfer of the property. 3. The Note holder reserves the right to have this note and mortgage assumed only by an individual, or individuals, having a good credit rating and any assumption shall be on the same terms and conditions, including the maintenance of an escrow account with Note holder and credit life insurance for the benefit of Note holder, unless otherwise stated by Note holder.

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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 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.

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RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF THE STATE OF SOUTH CAROLINA
GREENVILLE COUNTY
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JUL 11 1981
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