

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GR: FILED
S.C.
4 26 PM '81
R.M.C. OFFICE

Mailed to: Alice A. Clary
P.O. Box 14
Spartanburg, S.C. 29687

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

BOOK 1543 PAGE 506

WHEREAS, I, Charles B. Montgomery

(hereinafter referred to as Mortgagor) is well and truly indebted unto Alice A. Clary

(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-Eight Thousand and no/100---**
Dollars (\$38,000.00) due and payable

in monthly installments of \$501.98 for the term of ten (10) years beginning one month from date of Mortgage and continuing each month thereafter.

with interest thereon from date at the rate of 10% per centum per annum, to be paid: included in monthly payments

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:

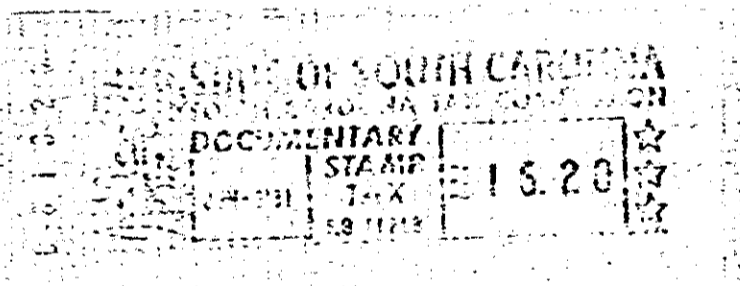
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, being on the East Lee Road, near the City of Greenville, in the County of Greenville, and known and designated as Lots No. 6 and 7 of a Subdivision known as Heathwood, plat of which is recorded in the R.M.C. Office for Greenville County, South Carolina, Plat Book KK at page 35. Said lot has such metes and bounds as shown thereon.

See Deed Book 708 page 20, Box 708, page 199 and Book 705, page 409

This is the same property conveyed to Charles B. Montgomery on May 22, 1981 and duly recorded in the R.M.C. Office for Greenville County on June 8, 1981 and recorded in Deed Book 1149 at page 546.

Mortgagor has the right to accelerate any and all payments at any time.



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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 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.

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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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