

MORTGAGE OF REAL ESTATE

FILED

GREENVILLE CO. S. C.

BOOK: 1550 PAGE 57

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

AUG 17 12 10 PM '81

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY
R.M.C.

WHEREAS, Norman L. Alpers and Marilyn L. Alpers

(hereinafter referred to as Mortgagor) is well and truly indebted unto Robert E. Laing and Phyllis A. Laing

(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

Twenty-five Thousand and no/100ths

Dollars (\$ 25,000.00) due and payable

with interest thereon from even date at the rate of fifteen (15) 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:

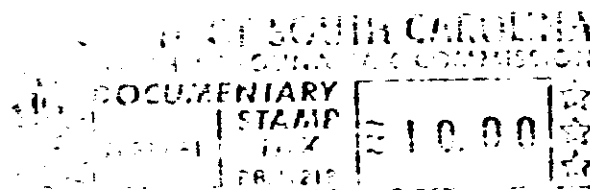
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, being on Cunningham Circle (formerly Peach Tree Street) near the city of Greenville and being known and designated as Lot 4, Section 3, Cunningham Acres, plat of which is recorded in the RMC Office for Greenville County in Plat Book 4-N at Page 73, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southerly side of Cunningham Circle (formerly Peach Tree Street) at the joint front corner of Lots 3 and 4 and thence along the joint line of the said Lots, S 93-10 E 165.2 feet to an iron pin; thence along the north boundary of Drexel Terrace, S 86-53 W 110 feet to an iron pin at the joint rear corner of Lots 4 and 5; thence along the joint line of said lots, N 03-10 W 165.1 feet to an iron pin at the joint front corner of said lots on the southerly side of Cunningham Circle; thence along said Circle, N 86-50 E 110 feet to an iron pin at the point of beginning.

DERIVATION: This being the same property conveyed to Mortgagor herein by Deed of Robert J. Barrington, Jr. and Patricia H. Barrington, as recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1153, Page 29, on August 17, 1981.

THIS mortgage, and the note secured hereby, are personal to the Mortgagor and are not transferable or assumable notwithstanding any other provisions of the note or this mortgage and any attempt to transfer this mortgage or the above described real property will constitute a default with the result of escalating the remaining balance as if payment had not been made.



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.