

MORTGAGE OF REAL ESTATE—Offices of Leatherwood, Walker, and Mann, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA }
COUNTY OF Greenville }

DEEDS MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Michael D. Underwood and Deborah E. Underwood

(hereinafter referred to as Mortgagor) is well and truly indebted unto G. P. George whose address is 10 Crestmore Drive, Greenville, South Carolina 29611

(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 Thousand and No/100ths

Dollars (\$ 30,000.00) due and payable

with interest thereon from date at the rate of 13 per centum per annum, to be paid: in accordance with the terms of the note of even date herewith, the maturity date of which is November 15, 1991

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 those pieces, parcels or lots of land, lying and being in the State of South Carolina, County of~~

ALL those pieces, parcels or lots of land together with all buildings and improvements thereon situate, lying and being on the woutheastern side of Carlton Avenue in Greenville, County, South Carolina, being known and designated as Lots Nos. 23, 24, 25 and 26 as shown on plat entitled, "Property of Fallis Realty Corp." made by W. M. Rast dated March, 1929, recorded in the R.M.C. Office for Greenville County in Plat Book H at Page 146 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of Carlton Avenue at the joint front corner of Lots 22 and 23 and running thence with the common line of said lots, S. 65-00, E. 200 to an iron pin; thence S. 35-00 W. 100 feet to an iron pin at the joint rear corner of Lots 26 and 27; thence with the common line of said lots, N. 65-00 W. 200 feet to an iron pin on the southeastern side of Carlton Avenue; thence with the southeastern side of Carlton Avenue, N. 35-00 E. 100 feet to an iron pin the point of beginning.

ALSO, all the right, title and interest of the Mortgagor in and to the following described property:

ALL that piece, parcel or lot of land, situate, lying and being on the southeastern side of Carlton Avenue, containing 0.46 acres as shown on plat entitled, "Survey for Mike Underwood" prepared by Enwright Associates, Inc. dated October 7, 1981, and recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 8-W at Page 77 and having the following metes and bounds:

BEGINNING at an iron pin on the southeastern side of Carlton Avenue at the joint front corner of the within described property and property now or formerly belonging to Deward O'Dell George and running thence S. 54-51 E. 199.87 feet to an iron pin in line of property now or formerly belonging to J. Robert Martin, Jr.; thence, with the line of Martin, S. 35-00 W. 100.14 feet to an iron pin at the rear corner of property now or formerly belonging to Creative Investors; thence N. 54-49 W. 199.98 feet to an iron pin on the southeastern side of Carlton Avenue; thence with the southeastern side of Carlton Avenue, N. 35-00 E. 100 feet to an iron pin, the point of beginning.

The above described tract is specifically excepted from any warranties hereinafter set forth.

The above property is the same property conveyed to the Mortgagors by deed of G. P. George to be recorded herewith.

Mortgagor and Mortgagee do hereby agree that if at any tire any portion of the indebtedness due the Mortgagee shall be past due and unpaid for more than sixty (60) days, the whole amount secured by this Mortgage shall, at the option of the Mortgagee, become immediately due and payable and this Mortgage may be foreclosed provided that the Mortgagee shall give the Mortgagors written notice to the Mortgagors of his intention to foreclose this Mortgage at least ten days prior to any filing.

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.

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

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