

Mortgagee's Mailing Address: Federal Daniel International, Laniel Building, Greenville, S.C.

G.F. O.S.C.

BOOK 1531 PAGE 707

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

3 33 PM '82  
DONALD W. WILKINS  
SHERSLEY  
M.C.

MORTGAGE OF REAL ESTATE  
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Wayne Douglas Tucker

(hereinafter referred to as Mortgagor) is well and truly indebted unto

Thomas E. Williams

(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

Eight Thousand and No/100-----Dollars (\$ 8,000.00 ) due and payable

\$177.96 on the first day of January, 1982 and \$177.96 on the first day of each and every succeeding calendar month thereafter with payments applied first to interest and then to the remaining principal balance due; at the end of three years from date or any time thereafter the holder of this note may require the remaining balance to be paid in full; the said holder to give the undersigned obligor 60 days written notice of his intention to declare the remaining balance due and payable in full; together

with interest thereon from date at the rate of 12% per centum per annum, to be paid: monthly

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

ALL that lot of land situate on the western side of Batesville Road in the County of Greenville, State of South Carolina being shown as a portion of Lot 28 on a plat of Batesville Forest Subdivision, Section 3, dated January 26, 1979, prepared by Freeland & Associates, recorded in Plat Book 6-H at Page 97 in the RMC Office for Greenville County, and also being shown as a tract containing 1.975 acres on a plat of the Property of Thomas E. Williams dated January 17, 1980, prepared by Freeland & Associates, recorded in Plat Book 8X at Page 54 in the RMC Office for Greenville County and having according to said latter plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Batesville Road at the joint front corner of Lot 27 and Lot 28 and running thence with Lot 27 S. 83-59 W. 436.51 feet to an iron pin; thence with the new line through Lot 28 N. 30-41 E. 384.66 feet to an iron pin; thence S. 63-27 E. 255.44 feet to an iron pin on the western side of Batesville Road; thence with said road S. 0-59 E. 69.64 feet to an iron pin; thence still with said road S. 4-35 E. 101.44 feet to the point of BEGINNING.

This being the same property conveyed to the mortgagor herein by mortgagee by deed dated December 22, 1981 and to be recorded herewith.

It is agreed that if the monthly payments called for under the promissory note are not received by the 5th day of each month, the within indebtedness shall be considered delinquent. If the payments are delinquent by as much as thirty days, it is understood that the mortgagee has the right to declare the remaining balance due and payable together with cost and reasonable attorneys' fees and commence mortgage foreclosure proceedings or pursue any other remedies allowed by the laws of the State of South Carolina. It is further agreed that if the mortgagor conveys the above described property by deed, contract of sale or otherwise without first obtaining the written consent of mortgagee, that mortgagee shall have the right to accelerate the payments and declare the indebtedness due and payable in full. This due on sale provision shall not become applicable to transfers between members of the immediate family or transfers by will or by descent and distribution.

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 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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