

MORTGAGE OF REAL ESTATE

Mailing Address: BOX 1563 PAGE 432
201 E. North Street
Greenville, South Carolina
29601

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
CO. S. C. MORTGAGE OF REAL ESTATE
FEB 11 12 51 PM '82
DONNAN INVESTMENT COMPANY
R.M.C.

WHEREAS, Cecil C. Callahan and Helen B. Callahan

(hereinafter referred to as Mortgagor) is well and truly indebted unto J & B Investment Company, A South Carolina General Partnership

(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 One thousand four hundred thirty three and 13/100

----- Dollars (\$ 1,433.13) due and payable
May 1, 1983 and monthly thereafter, payable at \$100.00 per month, on the 1st day of each and every month until the indebtedness is paid in full. Any payments received shall be applied first to the interest and then to the principal.

with interest thereon from Date at the rate of 18 % per centum per annum, to be paid:

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 with the buildings and improvements thereon, situate, lying and being on the West side of Donnan Road near the City of Greenville, in Greenville County, State of South Carolina, being shown as Lot No. 2 on plat of property of John Lude Vaughn, recorded in the R. M. C. Office for Greenville County, South Carolina in Plat Book DD, Page 13 (being a revision of Lots 7 and 8 on Plat No. 2 of Property of W. S. Bradley, recorded in Plat Book O, Page 169), reference to which is hereby craved.

Should the mortgagors named herein default on the first mortgage, second mortgage, third mortgage, said default on any previous recorded mortgages shall be considered a default on this mortgage for the purpose of foreclosure.

Mortgagee reserves the option to pay any previously recorded notes and mortgage payments that may be arrears to protect this note and mortgage adding any amounts paid by mortgagee to the outstanding balance of principal of this note and mortgage. This option is cumulative to other rights reserved by the mortgagee.

Time is of the essence as to payments on the note and mortgage, any payments not made when due constitute a default by mortgagor.

This being the same property conveyed to Cecil C. and Helen B. Callahan by deed of J. & B Investment Company, a South Carolina General partnership recorded on Feb. 11, 1982.

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STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
FEB 11 1982
TAX
FEB 11 1982

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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