

157 Ridge Road Dr  
Greenville, S.C. 29601

MORTGAGE OF REAL ESTATE

BOOK 1571 PAGE 241

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Jesse L. Helms, Sr. and Louise H. Helms

(hereinafter referred to as Mortgagor) is well and truly indebted unto F. Towers Rice

OFFICE OF THE CLERK OF COURT  
SOUTH CAROLINA  
JUN 20 AM '82  
GREENVILLE

(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 Hundred Thousand and no/100

Dollars (\$ 100,000.00 ) due and payable

In nine (9) equal installments of \$14,682.42 applied first to interest and then to principal, due and payable on the first day of June of 1983 and each year thereafter until the first day of June, 1991. A final balloon payment of \$67,609.34 shall be due on June 1, 1992. See attached Schedule "A" incorporated herein and made a part hereof by reference.

with interest thereon from June 1, 1982 at the rate of 12% per centum per annum, to be paid: June 1, 1992

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

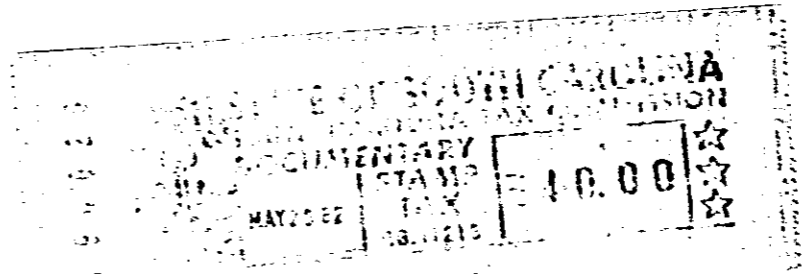
All that piece, parcel or lot of land in the State of South Carolina, County of Greenville, on the western side of Florida Avenue, near the City of Greenville, being a portion of Lot 154 on plat of Section 2 of Oak Crest, recorded in Plat Book GG at Page 131, and a portion of the adjoining property shown on said plat, but not a part of said subdivision, and according to a recent survey of said property is described together, as follows:

BEGINNING at an iron pin on the western side of South Florida Avenue, 50 feet south from Alabama Avenue, at corner of property conveyed to Ballard Concrete Company, and running thence with the western side of South Florida Avenue S. 16-29 W. 730.2 feet to a concrete monument; thence N. 63-30 W. 177.3 feet to an iron pin in line of Lot 169 of Oak Crest; thence with the rear lines of Lots 163 through 169, N. 16-29 E. 531.3 feet to iron pin at corner of Lot 162; thence with line of said lot N. 22-13 W. 161.7 feet to iron pin at corner of Lot 155; thence with line of said lot N. 29-12 E. 101.2 feet to iron pin, corner of property of Ballard Concrete Company, thence with line of said property S. 60-48 E. 259.8 feet to the beginning corner.

This being the same property conveyed to the mortgagor herein by general warranty deed of F. Towers Rice dated May 18, 1982, 1982 and recorded in the R.M.C. Office for Greenville County in Deed Book 1167 at Page 667.

This Mortgage is junior to the mortgage of the Mortgagor given to Community Bank of Greenville recorded the 28th day of May, 1982 in Mortgage Book 1571 at Page 239.

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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 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.

