

MORTGAGE OF REAL ESTATE

The State of South Carolina,
COUNTY OF ~~ROCKINGHAM~~ GREENVILLE

RECORDED
JUN 14 1982
BY ASLEY

To All Whom These Presents May Concern:

SEND GREETING:

Whereas, We, the said John P. Acker and Debra S. Acker hereinafter called the mortgagor(s)

in and by OUR certain promissory note in writing, of even date with these presents, well and truly indebted to Frances W. Acker, 4 Westminster Drive, Greenville, S. C. 29605 hereinafter called the mortgagee(s), in the full and just sum of Fifty Four Thousand and No/100

DOLLARS (\$ 54,000.00), to be paid \$400.00 per month, beginning with \$400.00 on August 1, 1982 and continuing with \$400.00 on the 1st day of each and every month thereafter until paid in full, with each monthly payment to be first applied on interest and the balance applied on principal

, with interest thereon from date at the rate of Six (6) percentum per annum, to be computed and paid monthly

until paid in full, all interest not paid when due to bear interest at the same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, then the whole amount evidenced by the said note to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage; and in case said note after its maturity, should be placed in the hands of an attorney for suit or collection, or if, before its maturity it should be deemed by the holder thereof necessary for the protection of his interests to place and the holder should place the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor(s) promise to pay all costs and expenses including 10 per cent of the indebtedness as attorney's fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW, KNOW ALL MEN, That WE, the said mortgagor(s), in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee(s) according to the term of the said note, and also in consideration of the further sum of Three Dollars, to US, the said mortgagor(s), in hand well and truly paid by the said mortgagee(s) at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these Presents do grant, bargain, sell and release unto the said Frances W. Acker, her heirs and assigns forever:

"All that certain piece, parcel or lot of land situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 7 on plat of property of D. W. Cochrane and E. C. Case, recorded in the RMC Office for Greenville County, in Plat Book F, Page 262, and having, according to said plat, the following meies and bounds, to-wit:

"BEGINNING at an iron pin on the southeastern side of East Augusta Place at the joint front corners of Lots 7 and 8; running thence with the joint line of said lots S31E 274.4 feet to an iron pin; thence S58-45W 60 feet to an iron pin; thence running with the line of Lots 6 and 7, N31-30W 247.1 feet to an iron pin; thence along the southeastern side of East Augusta Place N58-30E 60 feet to the point of beginning."

This being the identical property conveyed to grantors by Southside Baptist Church, an eleemosynary corporation, by deed of even date, to be recorded simultaneously herewith.

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