

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Barton C. Case & Nancy M. Case

(hereinafter referred to as Mortgagor) is well and truly indebted unto Robert E. Laing & Phyllis A. Laing

(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

Dollars (\$ 30,000.00) due and payable

with interest thereon from even date at the rate of 15% per centum per annum, to be paid: as set forth in said note

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, within the city limits of Greenville, on the western corner of Elletson Drive and Lowndes Avenue and being known and designated as Lot 1 according to a plat of property of H. C. Bates and recorded in the RMC Office for Greenville County, South Carolina in Plat Book DD, Page 199, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at a stake on the western corner of Lowndes Avenue and Elletson Drive and running thence on the northwestern side of Lowndes Avenue, S 43-12 W 166.2 feet to a stake at the corner of Amanda Street; thence on the northeastern side of said street N 46-48 W 60 feet to a stake at the corner of Lot 2; thence with the line of Lot 2, N 43-12 E 171.27 feet to a stake on Elletson Drive; thence with the southwestern side of Elletson Drive S 41-58 E 60.25 feet to the beginning.

DERIVATION: This is the same property conveyed to Mortgagor herein by deed of Mortgagee as recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1128, Page 780, on July 8, 1980.

THIS mortgage and the note secured hereby are personal to the Mortgagor, Mortgagee having made this loan based upon personal knowledge of Mortgagor, and is not transferable or assumable. Notwithstanding any other provisions of said note or this mortgage any attempts to transfer the above described property without payment in full of said note and mortgage will constitute a default with remedies as set out in the note and mortgage in the event of default.

2011 02 11 5

STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP
12 00 11

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.

RECORDED

74328 RW-2