

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

RECORDED
JUN 25 PM '82
SHERIFF'S OFFICE
GREENVILLE

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

WHEREAS, WE, THOMAS H. SUTHERLAND and STAN ROGERS GAINES

(hereinafter referred to as Mortgagor) is well and truly indebted unto H. J. MARTIN and JOE O. CHARPING
106 Governors Court, Route # 4
Greer, S. C. 29651

(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

FIFTY THOUSAND ----- Dollars (\$ 50,000.00) due and payable
\$632.63 on the first day of July, 1982 and a like amount on the first day of each and
every month thereafter until the entire principal sum and accrued interest is paid in full;
said installments to be applied first in payment of principal and balance to interest,

with interest thereon from date at the rate of 13% per centum per annum, to be paid: monthly

The Mortgagor has the right to repay the entire amount on this mortgage at any time without penalty.

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, the Mortgagee's heirs, 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, being known and designated as Lot No. 5 on plat of property of A. M. Payne & Martha J. Payne, made by Dalton & Neves, Engrs., Dec. 1954 recorded in plat book HH page 195, and having the following metes and bounds, to-wit:

Beginning at an iron pin located at the northeast corner of Pine Knoll Drive and Waddell Road; thence along Pine Knoll Drive N. 27-40 W. 134.9 feet to an iron pin; thence N. 64-49 E. 192.1 feet to an iron pin; thence S. 29-30 E. 17 feet to an iron pin on the northwesterly right-of-way of Waddell Road; thence with said right-of-way S. 32-44 W. 125 feet to an iron pin; thence still with said right-of-way S. 23-19 W. 87.7 feet to an iron pin at point of curve of street return; thence with said curve the chord of which is N. 87-33 W. 17.3 feet to an iron pin and the point of beginning.

This is the same property conveyed to mortgagors by H. J. Martin and Joe O. Charping by deed dated June 23, 1982 to be recorded herewith.

If the within described property is sold or transferred by the mortgagors without the mortgagees' prior written consent, the mortgagee may at their option declare the entire sum secured by this mortgage immediately due and payable.

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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 fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

4. 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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