800x1573 FAGE 995

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Mortgagee's Address: 4124 Oakhurst Circle West Sarasota, FLA. 33583 MORTGAGE OF REAL ESTATE

TO (). **S. GO ALL** WHOM THESE PRESENTS MAY CONCERN:

1 45 AM '82

WHEREAS, JOHN R. BEATTY and BARBARA B. BEATTY,

(hereinaster referred to as Mortgagor) is well and truly ino bted unto SHERROD D. BANKS and RITA I. BANKS,

(hereinafter referred to as Mortgagee) as evidenced by the Mortgager's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of FORTY-TWO THOUSAND AND NO/00 ------

in monthly installments of \$432.02 for principal and interest for a period of five (5) years commencing on July 1, 1982; with the balance to be paid in full, if not sooner paid, on August 1, 1987. Pre-payment of the entire amount may be paid at any time, without penalty.

with interest thereon from July 1, 1982 at the rate of 12%

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 GREENVILLE, being known and designated as Unit No. 4-F of Holly Woods Horizontal Property Regime as is more fully described in Declaration (Master Deed) dated August 13, 1978 and recorded August 14, 1979 in the RMC Office for Greenville County, S. C., in Deed Book 1109, Pages 248 through 317, inclusive, and survey and plot plan recorded in the RMC Office for Greenville County in Plat Book 7-C, at Page 45.

This being the same property conveyed to the mortgagors herein by Deed of the Mortgagees, dated June 29, 1982 and recorded in the RMC Office for Greenville County in Deed Book 1/69, Page 4/5, on June 29, 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 heireinabove 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.