

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

1982
MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

BOOK 1576 PAGE 517

WHEREAS, PATRICIA LEVESON & SHIRLEY VONDERSAAR

(hereinafter referred to as Mortgagor) is well and truly indebted unto GENE G. BRITTON & MARY H. BRITTON

(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-SEVEN THOUSAND NINE HUNDRED AND NO/100-----

-----Dollars (\$37,900.00--) due and payable
in equal monthly installments of \$407.27, due and payable on the first of each month for 180 months (15 years), the first payment being due on September 1, 1982. Prepayment may be made at any time without penalty. It is specifically understood and agreed that if the within described property is sold within three (3) years from date hereof, the new owner or owners will
** (SEE BELOW)
with interest thereon from _____ date at the rate of Ten (10) per centum per annum, to be paid: monthly

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, State of South Carolina, with the buildings & improvements thereon, and being known and designated as Lot No. 9 according to a plat of the subdivision of the property of J.L. Johnson made by J.C. Hill, June 7, 1952, said lot containing 4 acres, more or less, and being described according to said plat as having the following metes and bounds, to-wit:

BEGINNING at a pin in the New Gap Road, joint front corner of Lots No. 9 and 10, and running thence with line of Lot No. 10, N 40-45 W 596 feet to a pin, joint rear corner of Lots No. 9 and 10; thence running with the rear line of Lot No. 9, N 49-15 E 300 feet to a pin, joint rear corner of Lots No. 9 and 8; thence running with the line of Lot No. 8, S 40-45 E 434 feet to a pin in Gap Creek; thence continuing in a southeasterly direction, 120 feet, more or less, to a pin in the center of the New Gap Road at the corner of the Bailey property; thence running with the center of the New Gap Road, S 46-15 W 248 feet to a pin, joint front corner of Lots No. 9 and 10, which is the beginning corner.

ALSO: All of that certain lot or tract of land in Cleveland Township, Greenville County, State of South Carolina, with the buildings and improvements thereon, and being known and designated as Lot No. 10 according to a plat of the subdivision of the property of J.L. Johnson, made by J.C. Hill, June 7, 1952, said lot containing 5.7 acres, more or less, and being described according to said plat as having the following metes and bounds, to-wit: BEGINNING at a pin in the center of the New Gap Road, and running thence with the line of Potts property, N 38 W 193 feet to a pin in Gap Creek; thence continuing with the line of the Potts property, N 13-30 W 478 feet to a pin in the line of the Potts property, rear corner of Lot No. 10; thence running with the rear line of Lot No. 10, N 49-15 E 235.2 feet to a pin, joint rear corner of Lots No. 9 and 10; thence running with the line of Lot No. 9, S 40-45 E 596 feet to a pin in New Gap Road, joint front corner of Lots No. 9 and 10; thence running with the center of New Gap Road, S 46-15 W 449 feet to a pin in the center of New Gap Road, which is the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of Gene G. Britton and Mary H. Britton, to be recorded of even date herewith.

**have the right to assume this debt at a rate of interest not to exceed 12% per annum; however, if said property is conveyed to new owner after said three year period, the new owner will have the right to assume this debt at a fair and reasonable percentage rate of interest.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incidental or appertaining, and all of the roots, 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.

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