monthly

\$. 6

STATE OF SOUTH CAROLINA COUNTY OF Greenville

FIL 182

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

WHEREAS, Thomas K. Rogers and Sandra M. Rogers

(hereinafter referred to as Mortgagor) is well and truly indebted unto Carl T. Dombrosky

(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

Eleven Thousand Nine Hundred and NO/100------Dollars (\$ 11,900.00) due and payable

in accordance with terms of Note of even date herewith

with interest thereon from date herewith at the rate of 13 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 on the southern side of Waterloo Circle being shown as Lot #7 on a plat of Boiling Springs Estates, dated July, 1961, prepared by C. O. Riddle and recorded in Plat Book YY at Pages 14 and 15 and having, according to said plat, the following metes and bounds to-wit:

Beginning at an iron pin on the southern side of Waterloo Circle on the joint front corner of Lot No. 6 and Lot 7 and running thence with Lot 6 S. 20-12 E. 471.1 feet to an iron pin; thence N. 39 E. 235 feet to an iron pin at the joint rear corner of Lot 7 and Lot 8; thence with Lot 8 N. 20-12 W. 355.6 feet to an iron pin on Waterloo Circle; thence with said circle S. 69-48 W. 150 4 feet to an iron pin; thence still with the said circle S. 65-17 W. 51-3 feet to the point of beginning, and containing 1.92 acres.

This is the same property conveyed to the Mortgagors by deed of Carl T. Dombrosky recorded in the R.M.C. Office for Greenville County by deed to be recorded simultaneously herewith.

The Mortgagees, their heirs or assigns, may elect to declare the entire principal balance and all accrued interest due under the Note secured by this Mortgage at once due and payable in the event the Mortgagor, his heirs or assigns, sell or transfer the herinbefore described real property without the prior written consent of the Mortgagees, their heirs or assigns. Such acceleration shall not apply to a transfer of ownership resulting from a transfer by devise, descent or by operation of law upon the death of a joint tenant. If the Mortgagees exercise or by operation of law upon the death of a joint tenant. If the Mortgagees exercise the option to accelerate, the Mortgagor shall have a period of 60 days from the date Notice of Acceleration is given to pay the sums declared due. If the Mortgagor fails or refuses to pay the sums declared due within 60 days of receipt of Notice of Acceleration, then in such event, the Mortgagees, their heirs or assigns, may then foreclose the Mortgage under applicable South Carolina law.

This Mortgage may not be assumed without prior written consent of the Mortgagee.

This is a Purchase Money Mortgage.

081

FOLUMENTARY TO 1 / S &

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.

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.

4328 RV.Z