

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C. MORTGAGE OF REAL ESTATE

Mortgagor's Address:
P. O. Box 6121
Greenville, SC 29606

BOOK 1580 PAGE 78

SEP 9 3 36 AM 1982
TO WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, DONNIE S. TANKERSLEY
R.M.C.,
JOHN L. GLYMPH, JR.,

(hereinafter referred to as Mortgagor) is well and truly indebted unto JEAN C. BOROUGHS

(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-five Thousand and NO/100-----
-----Dollars (\$35,000.00) due and payable

in equal monthly installments of Four Hundred Seven and 79/100 (\$407.79) Dollars each commencing September 1, 1982 and continuing thereafter until paid in full for a period of thirty (30) years. (See Promissory Note of with interest thereon from date at the rate of 13 3/4 per centum per annum, to be paid monthly. even date with regards to further stipulations regarding change in interest rate)

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 North side of Amherst Avenue, known and designated as Lot No. 1 of "Augusta Heights" according to a plat thereof made by Dalton & Neves, April, 1941, recorded in the R.M.C. Office for Greenville County in Plat Book K, page 88, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a stake on the North side of Amherst Avenue, which stake is 195 feet from the intersection of Amherst Avenue and Tyler Street, at the joint corner of Lots Nos. 1 and 2, according to said plat, and running thence along the North side of said Amherst Avenue, N 62-45 E, 55 feet to a stake at joint rear corner of Lots Nos. 1 and 2; thence S 26-38 E, 199.4 feet to a stake at the joint corners of Lots 1 and 2 on the North side of Amherst Avenue, the point of beginning.

The above described property being the same conveyed to the Mortgagor herein by Deed of Jean C. Boroughs, said Deed being recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1173 at Page 559.

If all or any part of the said premises is sold or transferred by the Mortgagor without the prior written consent of the Mortgagee, excluding the creation of a lien or encumbrance subordinate to this mortgage, the creation of a purchase money security interest for household appliances, a transfer by devise, descent or by operation of law upon the death of a joint tenant or the grant of any leasehold interest not containing an option to purchase, the Mortgagee may, at the Mortgagee's option, declare all the sums secured by this Mortgage to be immediately due and payable. The Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, the Mortgagee and the person to whom the said premises is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to the Mortgagee and that the interest payable on the sums secured by this Mortgage shall be at such rate as the Mortgagee shall request.

RECORDED
COUNTY CLERK
GREENVILLE COUNTY, S. C.
STAMP \$14.00

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

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