

STATE OF SOUTH CAROLINA GREENVILLE COUNTY S.C. MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLE TO ALL WHOM THESE PRESENTS MAY CONCERN:

OCT 1 10 27 AM '82
DONNIE S. TANKERSLEY
R.M.C.

WHEREAS, We, Kevin A. Mullens and Frances P. Mullens

(hereinafter referred to as Mortgagor) is well and truly indebted unto Evelyn Rodgers Brannon

(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 One Thousand and No/One Hundredths

----- Dollars (\$ 31, 500. 00) due and payable
in equal monthly payments of \$413. 79 on the 5th day of each succeeding month commencing October 5, 1982, until paid in full, with payments applied first to interest and balance to principal. In addition, the Mortgagors have agreed to pay an additional sum of \$40. 00 per month into an Escrow Fund for the purpose of paying taxes which may become due on said property and fire insurance premiums (extended coverage) to cover the dwelling thereon. with interest thereon from date at the rate of 12% 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:

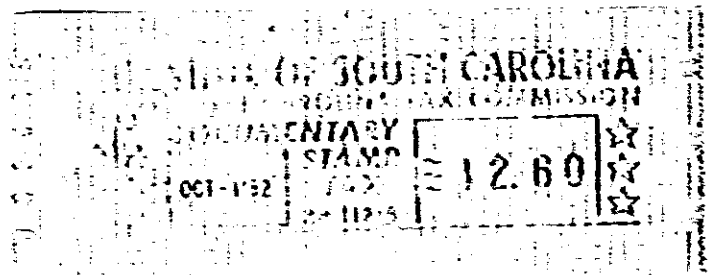
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, City of Greenville, situate on the southwest side of Harrington Avenue, being shown as Lot 58 on plat of Issaqueena Park made by Pickell & Pickell, Engineers, June 3, 1947, recorded in the RMC Office for Greenville County, S. C. in Plat Book P pages 130 and 131 and having according to said plat the following metes and bounds, to-wit: BEGINNING at an iron pin on the southwest side of Harrington Avenue at joint front corner of Lots 57 and 58 and running thence along the line of Lot 57, S 52-30 W 175 feet to an iron pin; thence N 37-30 W 70 feet to an iron pin; thence along the line of Lot 59, N 52-30 W 175 ft to an iron pin on the southwest side of Harrington Avenue; thence along Harrington Avenue S 37-30 E 70 feet to the beginning corner.

Subject to any easements, rights-of-ways, and restrictions, if any, of record relating to this lot.

It is agreed that the above indebtedness shall not be transferred or assumed by any third party without the written approval of the Mortgagee. It is further agreed that the property shall not be sold to any third party without being first offered to the Mortgagee at a price not to exceed \$35,000.00.

This is the same property conveyed unto the Mortgagors by deed of Evelyn Rodgers Brannon dated September 21, 1982, to be recorded herewith.



Together with all and singular rights, members, herditaments, 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.