

MORTGAGE OF REAL ESTATE—Offices of WILLIAMS & HENRY, ATTORNEYS AT LAW, GREENVILLE, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S.C.
OCT 25 4 53 PM '82
DONNIE S. TANKERSLEY
R.M.C.

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

WHEREAS, Thomas E. Harvey and ~~Kathleen S. Harvey~~ ^{Rafael S. Harvey}

(hereinafter referred to as Mortgagor) is well and truly indebted unto Willem van der Zalm, Johanna K. van der zalm and Willem van der Zalm

(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-four Thousand and no/100**

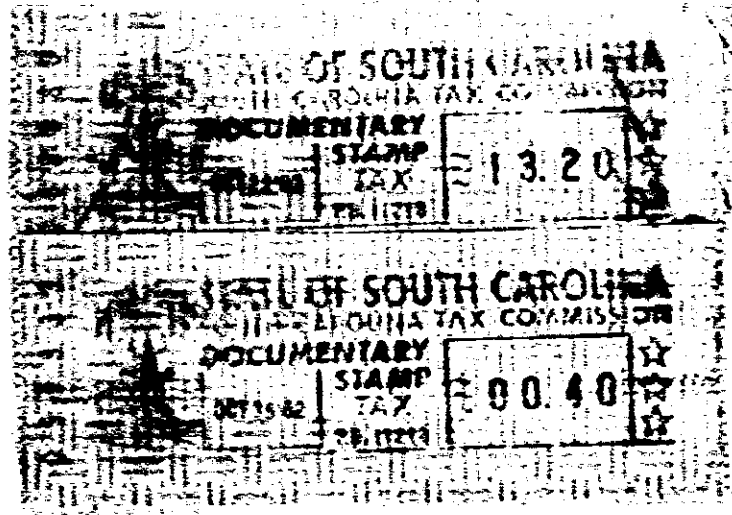
in the following manner: Three Hundred Forty and no/100 Dollars (\$340.00) due and payable paid on November 25, 1982, and a like amount shall be paid on the same date of each succeeding month thereafter, including a payment on September 25, 1985, with the entire balance to be paid in full on October 25, 1985, all payments to be applied first to interest, with the balance to be applied to principal, 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, the Mortgagee's heirs, 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, and being known and designated as Lot 8 of Rocky Creek Acres, Section II, according to a plat prepared of said subdivision by Freeland and Associates, June 21, 1979, and which said plat is recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 7-C at Page 37, and to which plat reference is craved for a more complete description thereof.

The within property is the identical property to be conveyed to the mortgagors herein, by the mortgagees herein, dated October 25, 1982, in which said instrument is being recorded simultaneously with the within mortgage.



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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 is 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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