

MORTGAGE OF REAL ESTATE.

BOOK 1591 PAGE 867

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

FILED
GREENVILLE CO. S. C.
JAN 14 3 07 PM '83
TO ALL WHOM THESE PRESENTS MAY CONCERN:
DONNIE J. TANKERSLEY
R.M.C.

WHEREAS, A. J. MAULDIN, JR.

(hereinafter referred to as Mortgagor) is well and truly indebted unto RICHARD A. WALDREP

(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 Forty Thousand and No/100

----- Dollars (\$ 40,000.00) due and payable
In monthly installments of Six Hundred and No/100 Dollars (\$600.00) per month commencing January 15, 1983 and Six Hundred and No/100 Dollars (\$600.00) on the fifteenth (15th) day of each and every month thereafter until paid in full.

with interest thereon from date hereof at the rate of Twelve (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, in Chick Springs Township, about three (3) miles from the Greenville County Courthouse, and near the Chick Springs Road, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the east side of Piney Road 463.6 feet Northwest of the right of way of the P & N Railway Company, formerly the G. S. & A. Railway Company, and running thence with line of Lot No. 11, N. 73-15 E. 525 feet to an iron pin in branch; thence with said branch in a southeasterly direction 257 feet to an iron pin in said branch, corner of Lot No. 8; thence S. 71-55 W. with line of Lot No. 8, 672 feet to an iron pin on road; thence with road in a northwesterly direction 231.6 feet to the beginning corner, the same being Lots Nos. 9 and 10, Piney Mountain Park.

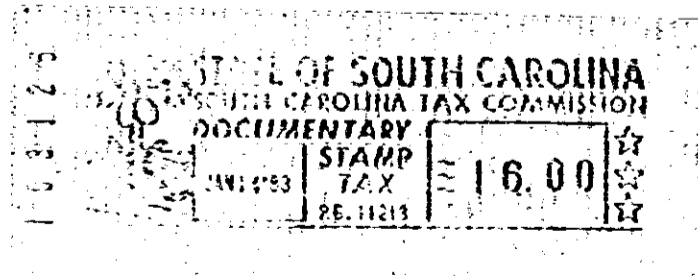
Derivation: Richard A. Waldrep, Deed Book 1180, at Page 867, recorded Jan 14th 1983.

The Mortgagee agrees that the Mortgagor shall have the right to repay any of the remaining indebtedness due to the Mortgagee at any time or times, without penalty, except that no prepayment may be made on or before December 31, 1983.

The Mortgagor shall have the right to cure any breach of the terms of the note or the mortgage or both by granting the Mortgagor sixty (60) days within which to cure any such breach after written notice thereof.

In the event that any payment of principal and interest due on the fifteenth (15th) day of a month shall not have been received by the twenty-fifth (25th) day of said month, the Mortgagor shall pay a late charge equal to five (5%) per cent of said monthly installment of principal and interest.

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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 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.

1591 867

1591 867