

MORTGAGE OF REAL ESTATE

BOOK 1599 PAGE 294

STATE OF SOUTH CAROLINA
COUNTY OF GreenvilleFILED
GREENVILLE CO S.C.
MAR 28 3 02 PM '83
DONNIE S. TANNERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, HARRY ERDMANN and RENATE ERDMANN

(hereinafter referred to as Mortgagor) is well and truly indebted unto JOHN O. VERNON and CHARLES R. AYERS

(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 Three Thousand and No/100

Dollars (\$ 3,000.00) due and payable
in monthly installments of Two Hundred and No/100 (\$200.00) Dollars commencing April 1, 1983
and Two Hundred and No/100 (\$200.00) Dollars on the first day of each and every month
thereafter until paid in full,

with interest thereon from date hereof at the rate of ten (10%) 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 or near Travelers Rest, and being more particularly described as Lot No. 78 as shown on a plat entitled "Survey for Donald Keith Pressley and Freda S. Pressley" made by Jeffery M. Plumblee, Surveyor dated September 24, 1982, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the right of way of Circle Road, and running thence with said road N. 79-43 W. 76.2 feet to an iron pin; thence turning and running with the line of Lot No. 77, N. 0-53 E. 160.0 feet to an iron pin; thence turning and running N. 76-12 E. 92.3 feet to an iron pin; thence turning and running with the line of Lot No. 79, S. 5-00 W. 196.3 feet to an iron pin, the point of beginning.

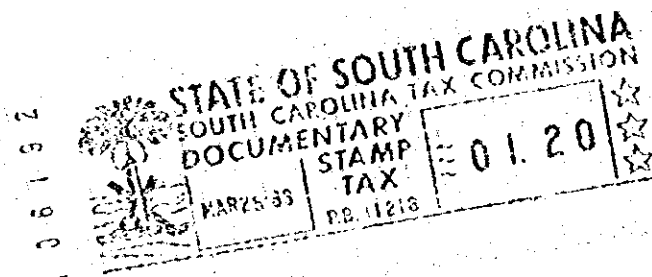
Derivation: Donald Keith Pressley and Freda S. Pressley, Deed Book 1185 at page 90,
recorded March 28, 1983

Mortgagor shall pay to the Mortgagees a late charge of Five per cent (5%) of any monthly installment not received by the Mortgagees within Ten (10) days after the installment is due.

The Mortgagor shall have the right to prepay any or all of the remaining indebtedness at at any time or times without penalty.

At the option of the Mortgagees, the indebtedness secured hereby shall become due and payable if the mortgagor shall convey the mortgaged premises or if the title thereto shall become vested in any other person or party for any other reason whatsoever.

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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.

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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