

MORTGAGE OF REAL ESTATE -

BOOK 1605 PAGE 159

FILED GREENVILLE COUNTY S.C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MAY 3 8 46 AM '83

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:
DONNIE S. STANLEY
R.M.C.

WHEREAS, We, ERSKINE J. ROBINSON & MARTHA A. BANKS ,

(hereinafter referred to as Mortgagor) is well and truly indebted unto PERRY J. MCCARTER & MARY ELIZABETH MCCARTER

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promisory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

FIFTEEN THOUSAND AND NO/100 - - - - - Dollars (\$ 15,000.00) due and payable

INTEREST ONLY in the amount of \$137.50 per month is to be paid the first year, with the first payment to commence June 16, 1983, and Mortgagors agree to commence payment of the sum of \$206.64 per month commencing on June 16, 1984 and to continue for a period of 10 years at which time the entire balance be comes due and payable with each payment applied first to interest and balance to with interest thereon from date at the rate of 11% per centum per annum, to be paid: monthly (principal)

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:

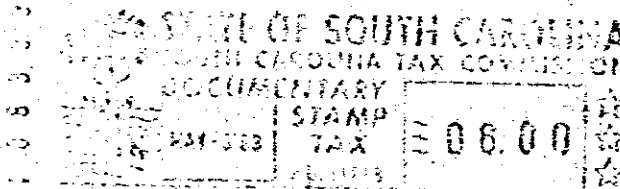
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the northern side of East North Street Extension (formerly Old Spartanburg Road) and on eastern side of Selwyn Drive, near the City of Greenville, and known and designated as major portion of Lot No. 21 of subdivision known as Timberlake, plat of which is recorded in RMC Office for Greenville County in Plat Book BB, page 185, and having according to plat of Property of Erskine J. Robinson and Martha A. Banks made by Jones Engineering Service, April , 1983, the metes and bounds as shown thereon.

This being the same property conveyed to the Mortgagors by deed of the Mortgagees on April 22, 1983, recorded in the RMC Office for Greenville County on April 22, 1983, in Deed Book 1186, page 945.

This mortgage is junior in lien to that certain mortgage in favor of South Carolina Federal Savings & Loan Association dated April 22, 1983, in the original sum of \$55,000.00 and recorded in the RMC Office for Greenville County on April 22, 1983, in Mortgage Book 1603, page 318.

Mortgagee Address:

Rt. 8, Box 241,
Suber Road
Greer, SC 29651



400 5 36001A01

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.