

WRAP-AROUND

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO S.C. MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:
JUL 19 11 01 AM '83

DONNIE S. TANNERSLEY

WHEREAS, James H. Westmoreland, Jr. and Myra Westmoreland

(hereinafter referred to as Mortgagor) is well and truly indebted unto Odis C. Boiter and Betty K. Boiter

(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 Five Thousand and no/100

Dollars (\$ 45,000.00) due and payable

in equal consecutive monthly installments, commencing August 15, 1983, and continuing on the 15th day of each month thereafter, with final payment, if not sooner paid, to be due July 15, 2013.

with interest thereon from even date at the rate of eleven (11%) per centum per annum, to be paid: in accordance with the terms of said promissory note.

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:

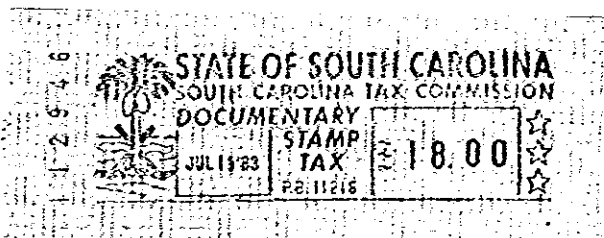
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville,

adjoining property of Mauldin School, and known and designated as Lot No. 3 on a Plat of "Property of Jim Willis Whitt", which plat is recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book DD, at Page 5-A, said lot, according to said plat, having the following courses and distances, to-wit:

BEGINNING at an old iron pin on Sunrise Drive, joint front corner of Lot Numbers 2 and 3 and running thence S. 24-06 E. 281.1 feet to an old iron pin in line of Mauldin School property; thence with the Mauldin School property line S. 60-15 W. 90 feet to an old iron pin; thence with the property now or formerly owned by Richard Dunaway N. 24-06 W. 281.9 feet to an old iron pin on Sunrise Drive; thence with the Eastern side of said Sunrise Drive N. 60-44 E. 90 feet to the beginning corner.

This is the same property conveyed to the Mortgagors by deed of the Mortgagees of even date to be recorded herewith.

This is a wrap-around mortgage and is subject to that certain first mortgage lien executed by the Mortgagees herein in favor of First Federal Savings and Loan Association in the original amount of \$22,000.00 dated December 5, 1982 and recorded in the R.M.C. Office for Greenville County in Mortgage Book 1588 at Page 282. Mortgagees shall pay to said First Federal Savings and Loan Association all sums (including escrow items) as and when due under the aforesaid mortgage obligation and shall indemnify and hold harmless Mortgagors from all claims, costs, or suits (including reasonable attorneys fees) incurred as the result of any failure of Mortgagees to make such payments when due. Mortgagors shall further retain the right to pay directly any such amount not paid as and when due by Mortgagees and to subtract the amounts so paid from the amounts payable to the Mortgagees hereunder.



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 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.