

FILED
GREENVILLE CO. S. C.
STATE OF SOUTH CAROLINA
COUNTY OF Greenville

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

Jun 20 3 35 PM '83
DONNIE S. TANKERSLEY
R.M.C.

BOOK 1316 PAGE 870

WHEREAS, James G. Mattos and Caroline W. Mattos,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Kathleen P. 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

Thirty-eight thousand and no/100-----Dollars (\$38,000.00) due and payable in 180 equal monthly installments of \$431.91, principal and interest, on the first of each month, upon sale of below described premises the full amount is immediately due and payable:

with interest thereon from 8/1/83 at the rate of 11 per centum per annum, to be paid: monthly with provision that at the end of a seven year period the interest note may be renegotiated in accordance with the above promissory note incorporated

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: by reference herein.

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, being known and designated as Lot No. 183, Section 111-B, Westcliffe Subdivision as shown on a plat thereof prepared by Piedmont Engineers & Architects, December 11, 1963, revised September 24, 1965 and recorded in the R. M. C. Office for Greenville County in Plat Book JJJ at pages 72, 73, 74 and 75, and having according to said plat the following metes and bounds, to-wit:

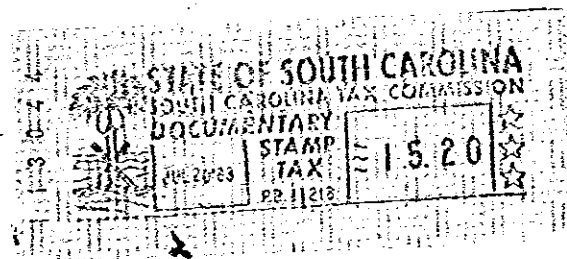
BEGINNING at an iron pin on the western side of Yarmouth Court at the joint front corner of Lots Nos. 183 and 184 and running thence S. 69-15 W. 230 feet to an iron pin; thence running N. 11-38 E. 155.6 feet to an iron pin; thence running N. 76-16 E. 190 feet to an iron pin on the western side of Yarmouth Court; thence with said Court S. 13-44 E. 64.2 feet to an iron pin; thence continuing with said Court S. 16-41 W. 56 feet to an iron pin, the point of BEGINNING

This is the same property conveyed to the Grantor by Deed Book 1127 at page 852 in the R. M. C. Office for Greenville County, on June 19, 1980 by Trustees, Grace Baptist Church.

This conveyance is subject to all restrictions, zoning ordinances, setback lines, roads or passageways, easements and rights-of-way, if any affecting the above-described property, and more particularly those Restrictive Covenants recorded in the R. M. C. Office for Greenville County in Deed Book 783 at Page 405, or otherwise reference to which is hereby craved.

It is expressly agreed by the parties hereto that the Mortgagor shall have the right of anticipation and prepayment without penalty

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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 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.