

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
AUG 8 9 51 AM '83

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

WHEREAS,

DONNIE S. J. WHITLEY AND DENISE D. WHITLEY  
WE, TIMOTHY J. WHITLEY

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

JOHN THORNTON AND RUBY THORNTON

(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

EIGHTEEN THOUSAND AND NO/100-----Dollars (\$ 18,000.00 ) due and payable

IN ACCORDANCE WITH THE TERMS OF THE NOTE OF EVEN DATE  
HEREWITH FOR WHICH THIS MORTGAGE STANDS AS SECURITY

with interest thereon from date at the rate of 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, near Saluda Dam, and having, according to a survey prepared by C. O. Riddle, Surveyor, the following metes and bounds, to-wit:

BEGINNING at an iron pin on Motor Boat Road and running thence N. 46-11 W. 150 feet to an iron pin; thence running N. 34-06 W. 627.2 feet to a stone; thence running S. 44-45 W. 150 feet to an iron pin to the property of C. J. Bowen; thence running S. 34-06 E. 624.7 feet to the point of beginning on Motor Boat Road.

THIS is the same property conveyed to the Mortgagors herein by deed of Margaret Estelle Grover, dated August 3, 1983 and recorded simultaneously herewith.

Mortgagee's Address:  
8210 White Horse Rd  
Greenville, S.C.  
29611

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

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.

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 whatsoever lawfully claiming the same or any part thereof.

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