

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
R 92-798

FILED
GREENVILLE
AUG 18 2 59 PM '83
DONNA R. SLEY
R.M.C.

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN

WHEREAS, J. P. Howard, Jr. and Jan R. Howard

hereinafter referred to as Mortgagor is well and truly indebted unto Oklahoma Morris Plan

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

Sixty-Nine Thousand and 00/100ths----- Dollars (\$ 69,000.00) due and payable
in monthly installments in the amount of Seven-Hundred Nine and 75/100ths
(\$709.75 Dollars for a period of five (5) years at which time balance of
mortgage is due and payable to include all unpaid interest

with interest thereon from July 29, 1983 at the rate of twelve per centum per annum, to be paid
(12%)

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 to which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account to 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

ALL that certain piece, parcel or lot of land, situate, lying and being in Paris Mountain Township, County of Greenville, State of South Carolina, on Crestwood Drive, shown and designated as Lot No. 114 of a subdivision known as "Buxton" according to plat entitled "Buxton" prepared by Piedmont Engineers and Architects, which is recorded in the R.M.C. Office for Greenville County, S.C. in Plat Book 4N, at pages 2, 3 and 4.

This conveyance is subject to all easements and rights of way as shown on the recorded plat of Buxton and to Protective Covenants recorded in the R.M.C. Office for Greenville County, S.C. in Deed Book 910 at page 491, et seq.

This being the same conveyed to J. P. Howard, Jr. and Jan R. Howard by deed of Lon G. Eckert and Dianne Kay Eckert being dated and recorded concurrently herewith.

Mortgagor shall not sell, convey, transfer, lease or further encumber any interest in or any part of the property, without the prior written consent of Mortgagee, and any such sale, conveyance, transfer, lease or encumbrance made without Mortgagee's prior written consent shall be void. If any person should obtain any interest in all or any part of the property pursuant to the execution or enforcement of any lien, security interest or other right, whether superior, equal or subordinate to this Mortgage or the lien hereof, such event shall be deemed to be a transfer by Mortgagee.

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 Mortgagee 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 its heirs, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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