Mortgagee's Address: 10 North Harbor

10 North Harbor Drive, Greenville, SC 29611

MORTGAGE OF REAL ESTATE-Prepared by RILEY AND RILEY, Attorneys at Law, Greenville, S. C. 2003 1026 143(33)

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

FH.EC REFAY TO PH!

PURCHASE MONEY MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

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We, BENNY RAY OWENS and SARAH JANE R. OWENS,

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

FARLEY H. JONES

(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------

as follows: A payment of interest only being due on the 10th day of October, 1983, and thereafter 120 equal monthly installments of Two Hundred Thirty-Seven and 88/100 Dollars JRO (\$237.88) each beginning on the 10th day of November, 1983, and continuing on the 10th day of each month until paid in full, with mortgagors reserving the right to prepay without penalty. (See below) 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:

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All that certain piece, parcel or lot of land in Greenville County, state of South Carolina, being known and designated as Portion of Lot No. 9 on plat of Property of Mrs. Farley H. Jones prepared by Dalton & Neves, Surveyors, dated April 1954, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book NN at page 83 and having the following metes and bounds, to-wit:

BEGINNING at a point on the south side of Curtis Road at the joint front corner of Lots Nos. 8 and 9 and running thence along joint line of said lots S. 32-13 E. 130.2 feet to a point at the joint rear corner of Lots Nos. 5 and 9; thence with the joint line of said lots N. 55-17 E. 155 feet to an iron pin on the southwestern side of Curtis Road; thence with the southwestern side of Curtis Road N. 36-55 W. 39.2 feet to a point on Curtis Road; thence with the curve of Curtis Road, the chord of which is N. 80-29 W. 116.2 feet (R=84.2) to a point on Curtis Road; thence continuing with said Curtis Road S. 56-02 W. 65.3 feet to the beginning corner. (Farley H. Jones) to be recorded herewith.

This being a portion of the same property conveyed to the grantor herein by deed of Louise Earle and India Earle Papper dated February 17, 1939, and recorded in the R.M.C. Office for Greenville County, South Carolina, on February 17, 1939, in Deed Volume 209 at page 47.

This is the same property conveyed to the mortgagors herein by the mortgagee herein to be recorded herewith.

TO 1.20 PROBLEM TO 1.20 PROBLE

Although the payment is due on the 10th day of each month, payments made after the 20th day following the date of payment will be subject to a late payment charge of 2 % of the monthly payment. Acceptance of any late payment is not a waiver of any of the rights of the mortgagee under this mortgage or the note secured thereby.

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.

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