

NTC

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
JUN 21 4 36 PM '83
S.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, RICKY LEE MORRIS and MONSHA B. MORRIS

(hereinafter referred to as Mortgagor) is well and truly indebted unto CAROLYN B. SOUTHERLIN, whose address is P. O. Box 4813, Greenville, S.C. 29608,

(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-ONE THOUSAND AND NO/100----- Dollars (\$ 31,000.00) due and payable as per the terms of said note;

with interest thereon from _____ date _____ at the rate of 12% per centum per annum, to be paid: as per the terms of said 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, in Greenville Township, in that section known as Sans Souci, about two miles north of the City of Greenville, being shown and designated as Lot No. 14 on a plat recorded in the RMC Office for Greenville County in Plat Book Q at Page 26, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern edge of a five-foot sidewalk running along Ethelridge Drive, said pin being the joint front corner of Lots 14 and 15, and running thence along the southern edge of said sidewalk N. 84-28 E. 60 feet to an iron pin, the joint front corner of Lots 13 and 14; thence along the western line of Lot 13, S. 5-35 E. 110 feet to an iron pin, joint rear corner of Lots 13 and 14; thence S. 84-28 W. 60 feet to an iron pin, joint rear corner of Lots 14 and 15; thence along the eastern line of Lot 15, N. 5-35 W. 110 feet to an iron pin, the beginning corner.

This is the same property conveyed to the Mortgagors herein by deed of the Mortgagee, to be executed and recorded of even date herewith.

If all or any part of the property hereinabove described, or an interest therein, is sold or transferred by Mortgagors without Mortgagee's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Mortgagee may, at her option, declare all sums secured by this Mortgage to be immediately due and payable. Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, Mortgagee and the person to whom the property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Mortgagee and that the interest payable on the sums secured by this mortgage shall be at such rate as Mortgagee shall request. If Mortgagee has waived the option to accelerate provided herein, and if Mortgagors' successor in interest has executed a written assumption agreement accepted in writing by Mortgagee, Mortgagee shall release Mortgagors from all obligations under this mortgage and the note which it secures.

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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