

MORTGAGE OF REAL ESTATE

This is a Purchase Money Mortgage

VOL. 1638 PAGE 680

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

FILED

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN.

JUN 3 1983

JOHN T. EVANS & LORI H. EVANS

WHEREAS, John T. Evans, M.C., and Lori H. Evans

(hereinafter referred to as Mortgagor) is well and truly indebted unto Chandler Rental Properties, Inc.

(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

Ten Thousand One Hundred and NO/100 ----- Dollars (\$ 10,100.00) due and payable

on the first day of each month for sixty (60) consecutive months beginning January 1, 1984; The first fifty-nine (59) payments to be in the amount of One Hundred Three Dollars and Eighty-Nine Cents (\$103.89) and the sixtieth (60th) payment due on or before December 1, 1988, to be in the amount of Nine Thousand Eight Hundred Sixty-Three Dollars and Ninety-Four Cents (\$9,863.94) with interest thereon from at the rate of 12.00 per centum per annum, to be paid as stated above

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, being shown and designated as Lot #14, Muirwood Court, as shown on a plat of edition to Section 4, Knollwood Heights, plat of which is recorded in the FMC Office for Greenville County, South Carolina, in Plat Book 6 H at page 14, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin, the joint front corner of Lots # 13 and 14 and running thence along the southernly side of Muirwood Court N. 71 - 42 E. 125.0 feet to an iron pin; thence running S. 17 - 56 E. 225.8 feet to an iron pin; thence running S. 73 - 21 W. 124.6 feet to an iron pin; thence running N. 18 - 03 W. 222.3 feet to an iron pin, the point of beginning.

THIS BEING the same property conveyed to the Mortgagor by deed of Chandler Rental Properties, Inc., dated December 6, 1983 and recorded in the FMC Office for Greenville County in Deed Book ___ at Page ___ of even date herewith.

It is expressly agreed and understood between the parties that this mortgage is not assumable. Any conveyance of all or any part of the real property described above or any execution by the mortgagors herein of a bond for title or a contract for sale on the real property described above shall render the remaining balance of the debt evidenced by this mortgage immediately due and payable.

It is further agreed and understood that no penalty may be assessed by the mortgagee herein for any prepayment of the debt evidenced by this mortgage.

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 such 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 Mortgagee 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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