

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

FILED
GREENVILLE CO. S.C.
2 25 83
R.H.C. SHIRLEY

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

WHEREAS, WE, WILSON T. PENISTON and CHRISTINE W. PENISTON

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

THE ESTATE OF T. A. SHIRLEY

(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

FIFTY SIX THOUSAND AND NO/100----- Dollars (\$56,000.00) due and payable

IN ACCORDANCE WITH THE TERMS OF THE NOTES OF OCTOBER 1, 1983

with interest thereon from October 1, 1983 at the rate of 12 per centum per annum, to be paid: according to notes

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 known and designated as Lots 8 and 6 of Wildwood Terrace, property of L. W. Faris, as per plat made by Dalton and Neves, 1921, and being more particularly described as follows:

BEGINNING at a point on the Northwest side of Faris Road, said point being 201.4 feet from the corner of property formerly owned by V. M. Johnson and being the corner of property now owned by Rita B. Hart, the Hart property representing Lots 1, 2, 3 and 4 of plat above referred to, and running thence N. 26-05 W. 476.6 feet more or less to the J. C. Lewis line; thence along the Lewis line N. 78-51 E. 146.2 feet to the corner of Lot 8 now owned by Florence O. Daniel; thence along the line of Lots 8 and 7 S. 21-13 E. 449.3 feet to a point on Faris Road; thence along the line of Faris Road S. 68-47 W. 100 feet more or less to the point of BEGINNING.

THIS is the same property conveyed to the Mortgagors herein by deed of Betty Shirley Howie, individually and as Executrix of the Estate of T. A. Shirley, William Thomas Shirley and James Robert Shirley, dated December 28, 1983 and recorded simultaneously herewith.

2202
STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP TAX
DEC 28 '83
PB:11218
22.40

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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