

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE

1055 05

TO ALL WHOM THESE PRESENTS MAY CONCERN:

APR 2 11 47 AM '84

WHEREAS, James D. Sommers and Cheryl P. Sommers

(hereinafter referred to as Mortgagor) is well and truly indebted unto Bank of Travelers Rest

(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-four Thousand Eight Hundred Seventy-five and no/100-
-----Dollars (\$34,875.00) due and payable

in eleven monthly installments of \$441.27 and a final installment of \$34,507.72 due on March 28, 1985.

with interest thereon from March 29, 1984 at the rate of 13.00% 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:

"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, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, in Bates Township, near Travelers Rest, and designated as Lot No. 66 on plat of the Love Estates, recorded in Plat Book I, pages 111-112, and having the following metes and bounds, to-wit:

BEGINNING at the northwestern corner of Lot No. 67 and running thence along the joint line of Lots 66 and 67 S. 36-21 E. 200 feet to corner of rear of Lot No. 41; thence along the line of Lot No. 41 S. 53-39 W. 100 feet to Lot No. 65; thence along the joint line of Lot Nos. 65 and 66, N. 36-21 W. 200 feet to Love Street; thence along Love Street N. 53-39 E. 100 feet to the point of beginning.

THIS conveyance is subject to all easements, restrictions, rights-of-way, roadways, or other matters which may appear by examination of the public record or the premises herein.

THIS is the same property conveyed to the Mortgagors herein by deed of the Secretary of Housing and Urban Development, recorded in the RMC Office for Greenville County in Deed Book 1209, Page 571 on April 2, 1984.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
TAX \$ 13.96
APR 2 1984

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

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