

Mortgagee Address:

134 Knollwood Lane
Greenville, SC 29607

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

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

APR 2 2 25 PM '84

WHEREAS, DONALD FREDERICK WEYBABB

(hereinafter referred to as Mortgagor) is well and truly indebted unto CARL MYERS, JR.

(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 AND NO/100-----

----- Dollars (\$ 10,000.00) due and payable
In 120 consecutive equal monthly installments in the amount of \$132.16 inclusive of principal and the accrued interest thereon; said payments to commence on the 15th day of April, 1984, and continue until all indebtedness and accrued interest be paid in full, which in any event shall be on or before the 15th day of March, 1994.

with interest thereon from DATE at the rate of TEN(10%) per centum per annum, to be paid: Monthly as above stated

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, the Mortgagee's heirs, 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, State of South Carolina, and being known and designated at Lot # 138 as shown on a plat of the subdivision of Idlewild recorded in the RMC Office for Greenville County in Plat Book 4N at Pages 54 and 55, reference being had to said plat for a more complete metes and bounds description.

This being the same property conveyed to Mortgagor herein by deed of Professional Builders March 30, 1984, and recorded in the RMC office for Greenville County, SC, of even date herewith.

This being a second mortgage and junior in lien to that mortgage given to Lomas & Nettleton Company dated February 2, 1979, and recorded in the RMC office for Greenville County in Mortgage Book 1456 at Page 770 on February 5, 1979, and assumed by mortgagor herein by terms as set forth on the within referenced deed.

ECTS --- 1 AP0284 401

STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP
TAX \$ 04.00

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 is 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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