

Greenville SC
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, PETER J. EMANUEL, et al.

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

LAURA H. KEESE

(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

TWELVE THOUSAND FIVE HUNDRED AND NO/100

Dollars (\$ 12,500.00) due and payable

with interest thereon from May 25, 1984 at the rate of 12 per centum per annum, to be paid: in equal monthly installments of \$203.16 for eight years

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, on the Southwestern side of Wilburn Avenue, being known and designated as Lot Number 129 on Plat of Westview Heights made by Dalton & Neves, Engineers, dated June, 1941, and recorded in Plat Book M, at Page 11 of the RMC Office for Greenville County and having, according to Plat made by R.C. Dalton, dated February 23, 1942, the following metes and bounds, to-wit:

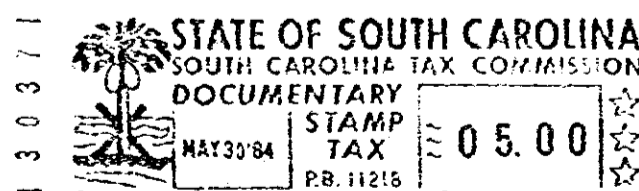
BEGINNING at an iron pin on the southwestern side of Wilburn Avenue at the joint front corner of Lots 129 & 130, said pin being 355.1 feet in a northwestern direction from the point where the southwestern side of Wilburn Avenue intersects with the northwestern side of Anderson Road and running thence with the southwestern side of Wilburn Avenue, N. 46-34 W. 61 feet to an iron pin at the joint front corner of Lots 128 & 129; thence with the line of Lot 128, S. 43-30 W. 150 feet to an iron pin; thence S. 46-34 E. 61 feet to an iron pin; thence with the line of lot 130, N. 43-30 E. 150 feet to an iron pin on the southwestern side of Wilburn Avenue, the point of beginning.

BEING the same property conveyed to the mortgagor by the mortgagee herein by deed, dated May 24, 1984, and recorded herewith in Deed Book _____, at Page _____ in the RMC Office for Greenville County.

THIS is a second mortgage, being subject to a first mortgage granted to David C. Brown in the original amount of \$23,000.00, recorded in the RMC Office for Greenville County in Mortgage Book 1506, at Page 763 on July 2, 1980.

Any deficiency in the amount of any such aggregate monthly payment, shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" not to exceed four cents (4¢) for each dollar (\$1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

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