

MORTGAGE OF REAL ESTATE--Prepared by WILKINS &amp; WILKINS, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLEMORTGAGE OF REAL ESTATE  
TO ALL WHOM THESE PRESENTS MAY CONCERN:WHEREAS, WE, ELBERT E. BOWERS and BARBARA P. BOWERS  
WILKINS & WILKINS(hereinafter referred to as Mortgagor) is well and truly indebted unto WESTMINSTER COMPANY, INC.  
PO Box 16449, Station B, Greenville, S. C. 29606

(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 FOUR THOUSAND FIVE HUNDRED ----- Dollars (\$ 54,500.00 ) due and payable  
\$688.80 on August 1, 1984 and a like amount on the first day of September 1984, October 1,  
1984, November 1, 1984, December 1, 1984 and the entire balance, both principal and interest  
being due and payable on Dec. 21, 1984; said installments to be applied first in payment  
of interest and balance to principal  
with interest thereon from date at the rate of 12½% per centum per annum, to be paid: monthly

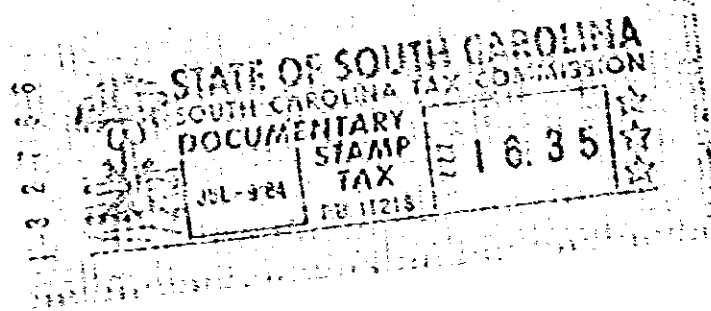
The Mortgagor has the right to repay the entire amount on this mortgage at any time without penalty.

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, being known and designated as Unit 12-C as shown on plat of "Wenwood towns, phase II, sec I &amp; II, prepared by Heaner Engineering Co., Inc. dated 8/17/83 recorded in the RMC Office for Greenville County on 10/14/83 in plat book 9-W page 40, reference to which is hereby craved. Said conveyance is made subject to all rights, terms and conditions of "Declaration of Covenants, Conditions and Restrictions" dated April 1, 1981 and recorded in the RMC Office for Greenville County on April 28, 1981 in deed book 1147 page 23, and amended by instrument dated 10/17/83 recorded 10/18/83 in deed book 1198 page 721.

This is the same property conveyed to mortgagor by mortgagee by deed of even date herewith to be recorded.



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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 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.