

200: 1534 249

Mortgagee's mailing address: Lakeshore Road, Rt. 9, Box 190, Jackson, Miss. 39214

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
GREENVILLE CO. S.C.  
MAR 11 2 13 PM '81  
DONNIE J. JANKERSLEY  
R.M.C.

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

BOOK 83 PAGE 091

WHEREAS, Kenneth D. Posey

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

(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 Thousand and 00/100

Dollars (\$ 50,000.00 ) due and payable

in 360 monthly installments of Four Hundred Thirty Eight and 79/100 (\$438.79) Dollars per month. The first payment being due the 1st day of April, 1981, and on the 1st day of ~~February~~ <sup>September</sup> 15, 1980, and recorded in the RMC Office for Greenville County, S. C. on September 15, 1980 in Deed Book 1133, at Pages 365 through 436, inclusive, and survey and plot plan recorded in the RMC Office for Greenville County in Plat Book 7-X, at Page 40, as amended by First Amendment to Declaration (Master Deed) of Sugar Creek Villas Horizontal Property Regime dated February 25, 1981 and recorded in the R.M.C. Office for Greenville County on February 26, 1981, in Deed Book 1143, at Pages 305 through 319, inclusive. Said amended plat is recorded in Plat Book 7-X, at Page 79.

2.0000

This being the same property conveyed to the mortgagor by deed of Cothran & Darby Builders, Inc., of even date, to be recorded herewith.

*Paul cancelled this 11th day of Nov. 1983*  
*Witness*  
*Chris Bridges*  
*Kenneth D. Posey Jr.*  
*Same as Kenneth Dow Posey*  
1983  
GCTO 2 MS11 81 736  
FILED GREENVILLE CO. S.C. DEC 27 2 30 PM '83 DONNIE J. JANKERSLEY R.M.C.  
DEC 22 1983  
GCTO 3 DE22 83

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.

4.0000 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.