3 HAR - 3 FILED GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA GREENVILLE COUNTY OF

MORTGAGE OF RHALIFFATATE SEP 29 12 44 PHOBALL WHOM THESE PRESENTS MAY CONCERN:

JOHN H. JANKER SLEY DONNIE S. TANKERSLEY R.M.C R.M.C.

WHEREAS, GLORIA RESTREPO

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

JOHN W. VESS and MARY NELL L. VESS Rt.1, Box 106 Central, South Carolina

(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 TWENTY-THREE THOUSAND FIVE HUNDRED AND NO/100----

----- Dollars (\$ 23,500.00) due and payable in 240 equal monthly installments in the amount of \$275.33 per month, with the first payment being due and payable October / , 1980, and a like sum each month thereafter until paid in full.

with interest thereon from

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date

at the rate of 13.0% per centum per annum, to be paid: at maturity

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. GREENVILLE, in the City of Greenville, being known in the State of South Carolina, County of and designated as a portion of Lot 159, as shown on plat of property entitled "Property of John W. Vess, Sr. and Mary Nell Lindsey Vess" prepared by Jones Engineering Service, dated September 12, 1980, and recorded in the RMC Office for Greenville County in Plat Book 8-6 at page 23 having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on Overbrook Road and running thence N. 28-12 W. 85 feet to an iron pin; thence running along Walnut Street, N. 52-10 E. 74.8 feet to an iron pin; thence running N. 58-15 E. 38 feet to an old iron pin; thence running S. 30-14 E. 102.05 feet to an old iron pin; thence running along Overbrook Road S. 63-27 W. 115.9 feet to an iron pin, the point of BEGINNING.

This being the same property conveyed to the Mortgagor herein by deed of John W. Vess and Mary Nell L. Vess of even date to be recorded herewith.

It is understood that Mortgagor will obtain alternative financing and will pay the note secured by this Mortgagee within five years from the date of note.

> DOCUMENTARY IAX

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