

MORTGAGE OF REAL ESTATE—Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law, Greenville, S. C.

GREENVILLE CO. S. C.
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Route 3, Box 291A
Piedmont, SC 29673 MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY
R.M.C.

WHEREAS, CHARLES H. GARRETT AND ADRIENNE D. GARRETT

BOOK 1538 PAGE 691

(hereinafter referred to as Mortgagor) is well and truly indebted unto JERRY N. MARSH BUILDERS, INC.

(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

--Forty-Five Thousand Nine Hundred and No/100ths Dollars (\$ 45,900.00) due and payable in equal monthly payments of \$503.52, principal and interest, commencing May 17, 1981 and continuing on the 17th day of each consecutive month thereafter until October 17, 1981, at which time the entire remaining balance will be paid. Undersigned retain the right to pre-pay said mortgage without penalty,

with interest thereon from date at the rate of 12 7/8% per centum per annum, to be paid: monthly

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, and being known and designated as Lot No. 164, according to a plat entitled "HERITAGE LAKES SUBDIVISION", by Heaner Engineering Co., Inc., as revised October 26, 1977, and recorded in the R.M.C. Office for Greenville County in Plat Book H, Page 17, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western edge of Capriole Court at the joint front corner of Lots 163 and 164 and running thence with the line of Lot 163, N. 89-52-54 W. 200.25 feet to an iron pin at the joint rear corner of Lots 159, 160, 162 and 163; thence with the line of Lots 158 and 157, N. 2-48 W. 197.43 feet to an iron pin at the joint rear corner of Lots 157, 165 and 164; thence with the line of Lot 165, S. 66-44-13 E. 194.73 feet to a point on Capriole Court; thence with curve of Capriole Court (the chord of which is S. 27-32-52 E. 77.51 feet); thence continuing with the curve of Capriole Court (the radius of which is S. 5-19-51 W. 52.21 feet) to an iron pin, the point of beginning.

Being the same property conveyed to the Mortgagors herein by deed of Jerry N. Marsh Builders, Inc., said deed being dated of even date and recorded in the R.M.C. Office for Greenville County in Deed Book 1146 at Page 582.

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RECORDED
MAY 18 1981
GREENVILLE COUNTY, S.C.

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.

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