

GREENVILLE CO. S. C.  
FILED  
SEP 18 12 58 PM '02  
DONNIE WALKERS R.M.C.

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE  
BY ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, WILLIAM M. MARTIN and ANN H. MARTIN

(hereinafter referred to as Mortgagor) is well and truly indebted unto JOSEPH D. GERMINO and DOROTHY R. GERMINO, whose address is P. O. Box 12322, Roanoke, Virginia, 24024,

(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 -----

One Hundred Sixty Thousand and No/100----- Dollars (\$ 160,000.00) due and payable as per the terms of said note,

with interest thereon from \_\_\_\_\_ date \_\_\_\_\_ at the rate of 7-1/2% per centum per annum, to be paid: as per the terms of said note.

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, in the City of Greenville, on the south side of East Stone Avenue, and being known and designated as Lots Nos. 27 and 28 of Section H of the Property of Stone Land Company, as shown on plats thereof recorded in the RMC Office for Greenville County, S.C., in Plat Book A at Pages 337-345 and in Plat Book K at Page 277 and 278.

This being the same property conveyed to the mortgagors by deed of the mortgagees, to be executed and recorded of even date herewith.

This Mortgage cannot be assumed without the express written consent of the mortgagees, the decision on which is entirely within the discretion of the mortgagees. If an assumption is allowed, (a) the interest rate will be adjusted upward to the then prevailing rate in the area for long-term commercial mortgage loans and (b) the original debtors-mortgagors will remain personally liable for the debt evidenced by the Mortgage Note which this Mortgage secures.

STATE OF SOUTH CAROLINA  
DOCUMENTARY STAMP TAX \$ 64.00

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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.

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