

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

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APR 6 12 34 PM '83
DONNIE S. ... SLEY
RICHARD B. WALDROP

WHEREAS,

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

WILMA F. PORTER, also known as
Juanita W. Porter
113 Brookway Drive
Greenville, S. C. 29602

(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 **Nine Thousand Four Hundred Seventy and 90/100ths**

Dollars (\$ 9,470.90--) due and payable

in accordance with Note this date executed, or any modifications, extensions or renewals thereof.

with interest thereon from date of the rate of per Note per centum per annum, to be paid per 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

ALL that piece, parcel or lot of land together with buildings and improvements, situate, lying and being on the Northern side of Sylvan Drive in the City of Greenville, Greenville County, South Carolina, being designated as Lot No. 50 and the Eastern one-half of Lot 49, on a Plat of Country Club Estates made by Dalton & Neves, dated October, 1926, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book G, Pages 190 and 191 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a stake on the Northern side of Sylvan Drive at the corner of Lot No. 51 and running thence with the line of said Lot, N. 23-22 W., 160.5 feet to a stake on the line of Lot No. 41; thence S. 66-38 W., 75 feet to an iron pin in the center line of Lot No. 49; thence through Lot No. 49, S. 23-22 E., 156.5 feet, more or less, to a stake on Sylvan Drive; thence with the Northern side of Sylvan Drive, N. 85-38 E., 26.45 feet to a point, joint front corner of Lots Nos. 49 and 50; thence continuing with the Northern side of Sylvan Drive, N. 61-38 E., 50.2 feet to an iron pin, the beginning corner.

THIS MORTGAGE IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

- (1) This mortgage secures a Note executed by the Mortgagor simultaneously herewith.
- (2) The Mortgagor agrees to maintain a valid and enforceable Home Owner's Insurance Policy covering the real property and improvements at all times, with the Mortgagee named as Loss Mortgagee for at least the amount equal to the outstanding balance. The Mortgagee will be supplied with a copy of said insurance policy.
- (3) The Mortgagor shall have the right to prepay any or all principal at any time without an interest penalty.
- (4) If all or any part of the property or an interest therein is sold or transferred by deed, contract of sale, lease with option to purchase, bond for title, or other similar instrument by Mortgagor without Mortgagee's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage,

(CONTINUED ON ATTACHED SHEET)

Together with all and singular rights, members, hardiments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 such 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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STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
RECORDS AND DEEDS DIVISION
GREENVILLE

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