

MORTGAGE OF REAL ESTATE

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.
APR 12 4 25 PM '83
DONNIE S. HARRISLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN

WHEREAS, We, JOHN L. CALMES AND BARBARA D. CALMES

(hereinafter referred to as Mortgagor) is well and truly indebted unto ERNEST I. DRIGGERS

(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 Thirty-two thousand and No/100ths-----
-----Dollars (\$ 32,000.00) due and payable

according to the terms of that certain promissory note dated April 1, 1983 and executed by the mortgagors

with interest thereon from April 5, 1983 at the rate of 9 per centum per annum, to be paid demand

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 Mortgagee in hand well and truly paid by the Mortgagor 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 being known and designated as Lot No. 12 of a subdivision known as "Club Forest" as shown on plats being recorded in the RMC Office for Greenville County in Plat Book 9-F at Pages 15, 16 and 17 and having such metes and bounds as appears thereon.

This property is made subject to any restrictions, reservations, zoning ordinances or easements that appear of record, on the recorded plat(s), or on the premises.

This is the same property conveyed to the mortgagors by deed of College Properties, Inc. dated September 30, 1982 and recorded in the RMC Office for Greenville County on October 7, 1982 in Deed Book 1175 at Page 321.

STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP
TAX 21280

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 now 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 Mortgagee 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 Mortgagee further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagee and all persons whomsoever lawfully claiming the same or any part thereof.