

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

GREENVILLE S.C.  
JUL 7 11 30 AM '83  
DONNIE S. WATSON  
R.M.C. CLERK

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

WHEREAS, I, James E. Collins

(hereinafter referred to as Mortgagor) is well and truly indebted unto Floriene M. Bailey

(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

Thirteen Thousand Five Hundred and no/100 ----- Dollars (\$ 13,500.00 ) due and payable as provided in said Promissory Note and Agreement of the parties of even date herewith providing for deduction of all sums owing by Mortgagee by virtue of that certain Judgment referred to therein.

~~with interest thereon from~~                      ~~at the rate of~~                      ~~per annum~~

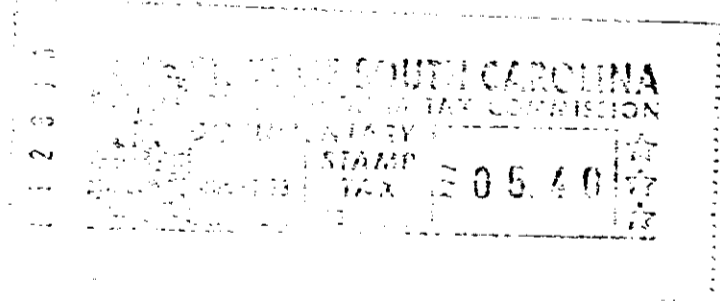
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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 near the City of Greenville, and being more particularly described as Lot 41, Section 1, as shown on a plat entitled "Subdivision of Village Houses, F.W. Poe Mfg. Co., Greenville, S.C", made by Dalton & Neves, July, 1950, and recorded in the R.M.C. Office for Greenville County in Plat Book Y, at Pages 26-31, inclusive. According to said plat, the within described lot is also known as 21 First Avenue and fronts thereon 75 feet.

This property is subject to any and all easements and rights of way for roads, utilities, drainage, etc. as may appear of record and/or on the premises and to any covenants, restrictions or zoning ordinances affecting such property as appear of record. This property is specifically subject to those certain restrictions recorded in the R.M.C. Office for Greenville County in Deed Book 420, at Page 121.

The above property is the same conveyed to Mortgagor herein by deed from Floriene M. Bailey dated July 6, 1983 and being recorded simultaneously herewith in the office of the R.M.C. for Greenville County, S.C. in Deed Book 1191, at Page 850 .



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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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