

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C. MORTGAGE OF REAL ESTATE
Aug 20 4 39 PM '81
1550-408

DONNE W. WILSON

WHEREAS, We, RUSSELL EUGENE SMITH and ROBIN MARIE WILSON

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

PERRY ALTON FOWLER, Jr.,

(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

TWENTY-THREE THOUSAND (\$23,000.00) Dollars (\$ 23,000.00) due and payable
in 240 equal, consecutive, monthly installments of \$253.25, commencing
September 18, 1981, and continuing thereafter on the 18th day of each and
every month until paid in full,

with interest thereon from date at the rate of 12% 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, 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

ALL that certain piece, parcel, or lot of land, situate, lying and being in Greenville Township and County, South Carolina, fronting 42 feet on Gridley Street (formerly Monaghan Avenue), and running back in parallel lines a distance of 210 feet, being all of Lot 7 except 8 feet conveyed by Eva Good to Z. W. Quinn. Lot 7 originally had a frontage of 50 feet on Gridley Street (formerly Monaghan Avenue), according to Plat recorded in the RMC Office for Greenville County in Plat Book A, at Page 177.

ALSO

ALL that certain piece, parcel, or lot of land, situate, lying and being in Greenville Township and County, South Carolina, being an 18 foot wide strip with a depth of 210 feet, adjoining said Lot 7 and being a portion of Lots 125, 126, 127 and 128, as shown on Plat Book A, at Page 177, RMC Office for Greenville County, which is an 18 foot wide strip lying along side of Lot 7, being the rear portion of Lots 125, 126, 127, and the side portion of Lot 128, and having a frontage of 18 feet on Gridley Street (formerly Monaghan Avenue), and having a depth between parallel lines of 210 feet; said strip of land 18 feet x 210 feet is not designated but can be discerned from above description by reference to said Plat Book A, Page 177. This property is the same that was conveyed by The Greenville Trust Company to Eva Good, recorded in Deed Book 116, at Page 69.

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The 42 feet of Lot 7, and the strip of 18 feet, both fronting on Gridley Street (formerly Monaghan Avenue), with a depth of 210 feet, making a total of 60 feet on Gridley Street (formerly Monaghan Avenue) and a depth of 210 feet, was conveyed by Eva Good to Alton Fowler by deed recorded in Deed Book 137, at Page 308.

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This is the same property conveyed by Perry Alton Fowler, Jr. to Mortgagors herein by deed dated August 18, 1981, to be recorded simultaneously herewith.

THIS IS A PURCHASE MONEY MORTGAGE

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Mortgagors shall have the right to prepay, in whole or in part, the mortgage indebtedness herein, at any time after August 18, 1986, without penalty.

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.

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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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