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BOOK 1585 PAGE 759

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

JOHN S. TANNERSLEY
R.M.C.

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

WHEREAS, We, THOMAS H. COLLINS and JANE K. WHITEHEAD

(hereinafter referred to as Mortgagor) is well and truly indebted unto HORACE A. PORTER and JOAN E. PORTER

(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

Forty-eight Thousand and no/100ths-----Dollars (\$ 48,000.00) due and payable upon the sale of THOMAS H. COLLINS' residence located at 217 Douglas Drive, Simpsonville, Greenville County, South Carolina, but no later than March 12, 1984.

with interest thereon from November 12, '82 at the rate of ten (10%) per centum per annum, to be paid: at maturity

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, Town of Mauldin, and being on the eastern side of Over Creek Road, being known and designated as Lot No. 95 and a five foot strip of land off the southern side of Lot No. 98, as shown on a plat of FORRESTER WOODS, SECTION II, made by R. B. Bruce, Surveyor, dated March 17, 1973, recorded in the RMC Office of Greenville County in Plat Book 4-X, at page 64, and having according to said plat the following metes and bounds, to wit:

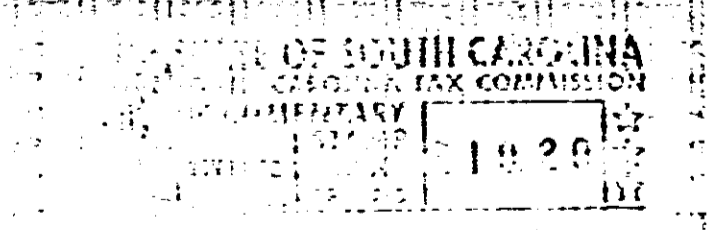
BEGINNING at an iron pin on the eastern side of Over Creek Road at the joint corner of Lots Nos. 94 and 95 and running thence along the eastern side of Over Creek Road, N. 11-13 E., 105 feet to an iron pin at the joint corner of Lots Nos. 95 and 98; thence continuing along the eastern side of Over Creek Road, N. 11-13 E., 5 feet to a point in the front line of Lot No. 98; thence along a new line through Lot No. 98, S. 78-47 E., 150 feet to an iron pin in the rear line of Lot No. 98; thence along the rear line of Lot No. 98, S. 11-13 W., 5 feet to an iron pin at the joint rear corner of Lots Nos. 95 and 98; thence along the common line of Lots Nos. 95 and 96, S. 11-13 W., 105 feet to an iron pin; thence N. 78-47 W., 150 feet to an iron pin on the eastern side of Over Creek Road, the point of beginning.

ALSO, ALL that piece parcel or lot of land, situate, lying and being on the western side of Gilder Creek Drive at the intersection thereof with Pinestraw Way in the Town of Mauldin, Greenville County, South Carolina, being shown and designated as Lot No. 96 on a plat of FORRESTER WOODS, SECTION II, made by R. B. Bruce, Surveyor, dated March 17, 1973, recorded in the RMC Office of Greenville County, South Carolina, in Plat Book 4-X, at page 64, reference to which is hereby craved for the metes and bounds.

ALSO, ALL that piece, parcel or lot of land situate, lying, and being on the eastern side of Over Creek Road, in the City of Mauldin, Greenville County, South Carolina, being shown and designated as Lot No. 98 on a plat of FORRESTER WOODS, SECTION II, made by R. B. Bruce, R.L.S., dated March 17, 1973, recorded in the RMC Office of Greenville County, South Carolina, in Plat Book 4-X, at page 64, reference to which is hereby craved for the metes and bounds thereof.

The above described property is the same conveyed to the mortgagors herein by the mortgagees herein by deeds of even date recorded herewith.

This conveyance is subject to all restrictions, setback lines, roadways, zoning ordinances, rights-of-way and easements, if any, affecting the above described property.



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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