

LAW OFFICES OF BRISKEY, LATHAN, PATRICK, SMITH & BARBER, P.A., GREENVILLE, SOUTH CAROLINA
ANDERSON AND FAYSSOUX

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

RECORDED
JUN 3 10 41 AM '88
DONNIE R.M.C. LESLEY

BOOK 1699 PAGE 870

MORTGAGE OF REAL ESTATE
ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

Jack A. Cash and Elizabeth S. Cash

(hereinafter referred to as Mortgagor) is well and truly indebted unto Barbara H. Fowler and Tillie Toher

(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 Fifty Thousand Seven Hundred Seventy Five and 38/100-----

-----Dollars (\$ 50,775.38 due and payable

AS STATED IN NOTE OF EVEN DATE.

with interest thereon from _____ at the rate of _____ per centum per annum, to be paid:

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:

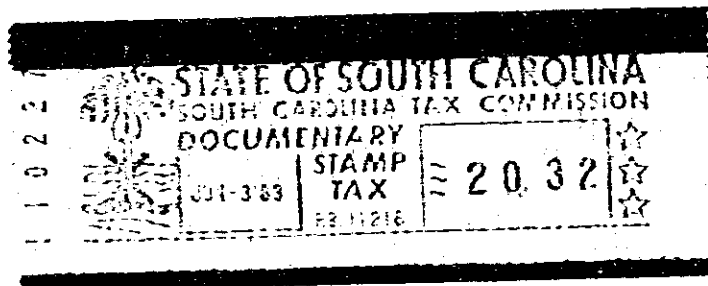
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, the Mortgagee's heirs, 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 Unit A, Building No. 20 (Twenty), of Sugar Creek Villas Horizontal Property Regime, 1980, and recorded in the RMC Office for Greenville County, S. C. on September 15, 1980, in Deed Book 1133 at Pages 365 through 436, inclusive, and survey and plot plan recorded in the RMC Office for Greenville County, S. C. in Plat Book 7-X at Page 40, as amended by First Amendment to Declaration (Master Deed) of Sugar Creek Villas Horizontal Property Regime dated February 25, 1981, and recorded in the RMC Office for Greenville County, S. C. on February 26, 1981, in Deed Book 1143 at Page 305 through 319, inclusive. (Amended plat is recorded in Plat Book 7-X at Page 79).

This being the same property acquired by the Mortgagors by deed of Barbara H. Fowler, formerly Barbara T. Hamby of even date to be recorded herewith.

MORTGAGEE'S MAILING ADDRESS:

*200 Heathbrook Rd.
Greenville, S.C.*



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.