

STATE OF SOUTH CAROLINA } MORTGAGE OF REAL ESTATE  
COUNTY OF GREENVILLE } DONNIE S. TANKERSLEY TO ALL WHOM THESE PRESENTS MAY CONCERN:  
R.M.C.

WHEREAS, WE, CHARLES UPTON & LINDA B. UPTON

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

(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

FOURTEEN THOUSAND ----- Dollars (\$ 14,000.00 ) due and payable  
three (3) months from date

with interest thereon from date at the rate of 9% 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, 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 a southern portion of Lot No. 9 on plat of Staunton Court, recorded in the RMC Office for Greenville County in plat book PPP at page 143, and having according to said plat and a recent survey made by Jones Engineering Service March 24, 1975 the following metes and bounds, courses and distances, to-wit:

Beginning at an iron pin on the southern edge of the turn-around of Staunton Court, the tangent joint corner of Lots Nos. 9 & 10; thence S. 23-45 W. 174.5 feet to an iron pin; thence N. 32-04 W. 132 feet to an iron pin in the rear line of said lot No. 9; thence with a new line through said lot N. 46-27 E. 69.8 feet to an iron pin in the turn-around of Staunton Court; thence with the curve of said turn-around, the chord of which is S. 89-34 E. 90 feet to the beginning corner.



5,560

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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