

Mortgagor's Address

302 Woodlawn Dr.
W. Williamsboro, N.C. 27892

FILED
GREENVILLE CO. S. C.

BOOK 1443 PAGE 494

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

12 06 PM '78

DONNIE S. TANKERSLEY
R.M.C.

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

WHEREAS, JOSEPH B. UPCHURCH AND JUDITH C. UPCHURCH

(hereinafter referred to as Mortgagor) is well and truly indebted unto PERCY BRYANT UPCHURCH AND MILDRED STEWART UPCHURCH

(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 -----

THIRTY-THREE THOUSAND AND NO/100THS----- Dollars (\$33,000.00--) due and payable

AS SET FORTH IN SAID NOTE

with interest thereon from DATE at the rate of 7-1/2%-- 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 Greenville, known and designated as Lot No. 164 on Plat of Country Estates, Section I, recorded in Plat Book 5R at Page 71 of the RMC Office for Greenville County, and according to said plat, having the following metes and bounds:

BEGINNING at an ip on the Western side of Carolina Way, joint corner of Lot Nos. 164 and 165 and running with line of Lot No. 165, S. 84-13 W. 312.2 ft. to an ip; thence S. 22-15 W. 170 ft. to an ip; thence with the line of Lot No. 163 S. 87-09 E. 336 ft. to an ip on the Western side of Carolina Way; thence with the Western side of said Carolina Way, N. 3-09 W. 107.25 ft. and N. 12-53 W. 107.05 ft. to the point of beginning.

THIS being the same property conveyed to the Mortgagors herein by a certain deed of George O'Shields and Gladys P. O'Shields on November 6, 1978, and thereafter filed for record in the RMC Office for Greenville County on November 7, 1978, in Deed Book 1091 at Page 406.

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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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