NTC

FILED GREENVILLE CO. S. C 11 141? M. 61 VOL 1400 PAGE 443

STATE OF SOUTH CAROLINA COUNTY OF Greenville

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

ASSIGNMENT FILED AND RECORDEL

WHEREAS,

Lee O. Painter and Linda H. Painter

herein ifter a ferred to as Mortgagor) is well and truly indebted unto

Hazel Wright Terry

(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

Four Thousand, Five Hundred and No/100 - - - - Dollars 3 4,500.00 due and payable

\$109.86 per month, commencing November 1, 1977 and continuing at the rate of \$109.86 per month for a period of four years; at which time the entire balance becomes due with each payment applied first to interest and balance to principal

with interest thereon from

date

at the rate of

8%

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 Mortgagor at any time for advances made to or for his account by the Mortgagor, and also in consideration of the further sum of Three Dollars (55.00) to the Mortgagor in hand well and truly paid by the Mortgagor at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold mortgagor and also account the Mortgagor and delivery of these presents are 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 in Highland Township, containing 2.56 acres according to a plat of the property of Otto & Linda Painter made by Terry recorded simultaneously with this mortgage.

FOR REM TO THIS ASSIGNMENT S & BOCK 1412- PAGE 61

MAY 4 1979

SOUTH CAROLINA

GREENVILLE COUNTY OF

STAMP TAX

I, Ruth Parby, Executrix of the estate of Hazel M. Terry, deceased, do hereby assign, set over and transfer to (Ruth Darby individually) the within Mortgage and the Note which it secures.

DATED: MAY 4, 1979

Estate of Hazel M. Terry, Deceased

WITNESSES:

RECORDED MAY 4 1979 at 11:25 A.M.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appear taining, 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 here to 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 Mortgagor and all persons whomsever lawfully claiming the same or any part thereof forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

Arrive Carle