

1500-436

MORTGAGE OF REAL ESTATE—Offices of WILLIAMS & HENRY, ATTORNEYS AT LAW, GREENVILLE, S. C.

STATE OF SOUTH CAROLINA } FILED
COUNTY OF GREENVILLE } CO. S. C.

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

MAY 19 4 40 PM '80

WHEREAS, Vernon E. ~~Cherrett~~ and ~~IRABY~~ R. Cherrett
R.H.C.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Waco F. Childers, Jr., as Trustee for Peter Duffy Childers,

(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 Five Thousand Eight Hundred and No/100 (\$5,800.00) Dollars to be paid in the following manner: One Thousand and No/100 (\$1,000.00) Dollars shall be paid on May 15, 1981, and the same amount shall be paid on ~~XXXXXX~~ ~~XXXXXXXXXX~~ the same date in each succeeding year thereafter until the aforesaid indebtedness, with accrued interest, shall be paid in full, all payments to be applied first to interest, with the balance, if any, to principal

Interest thereon from May 2, 1980 at the rate of 12% per centum per annum, to be paid: annually
Maker hereof reserves the right to pay all, or a portion of the aforesaid indebtedness without penalty after May 15, 1982.

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, State of South Carolina, and according to a plat prepared by Webb Surveying and Mapping Company, July, 1979, having the following courses and distances, to-wit:

BEGINNING at an iron pin at the southeastern intersection of Arcadia Drive and Rutherford Road and running thence with the edge of Rutherford Road, N. 56-28 E. 149.83 feet to an iron pin; thence, S. 34-56 E. 74.8 feet to an oak tree; thence, S. 59-30 W. 151.1 feet to an old iron pin on the edge of Arcadia Drive; thence running with the edge of Arcadia Drive, N. 34-17 W. 66.8 feet to an iron pin on the edge of said Drive, the point of Beginning.

The within property is the identical property conveyed to the Mortgagors herein by the Mortgagee herein by deed of even date herewith and which said deed is being recorded simultaneously with the within instrument.

The within mortgage is a purchase money mortgage.

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STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
DOCUMENTARY STAMP
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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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