

129 OAKVALE RD.
GREENVILLE, S.C. 29611

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.
OCT 8 3 54 PM '82
DONNIE TANKERSLEY
R.M.C.

BOOK 1582 PAGE 816

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, H. RENTZ BERRY AND MARY C. BERRY

(hereinafter referred to as Mortgagor) is well and truly indebted unto EDKER J. MATHIS

(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 -----

THREE THOUSAND THREE HUNDRED AND NO/100THS----- Dollars (\$ 3,300.00-----) due and payable

IN EQUAL MONTHLY INSTALLMENTS OF \$91.66, BEGINNING NOVEMBER 1, 1982, AND CONTINUING ON THE FIRST DAY OF EACH MONTH THEREAFTER UNTIL PAID IN FULL, WITHOUT INTEREST. THERE IS NO PENALTY FOR PREPAYMENT ON THIS NOTE.

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, 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, on the Southern side of Oakvale Road containing 2.54 acres, more or less, as shown on a survey for H. Rentz Berry prepared by Carolina Surveying Company dated October 5, 1982, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southern side of Oakvale Road and running thence S. 30-07 W. 1,028.6 feet to an iron pin; thence running N. 61-23 W. 110.5 feet to an old iron pin; thence running N. 30-07 E. 973.1 feet to an old iron pin on Oakvale Road; thence running along Oakvale Road S. 87-44 E. 125 feet to an iron pin, the point of beginning.

THIS being the same property conveyed to the Mortgagors herein by a certain deed of Edker J. Mathis on October 7, 1982, and thereafter filed on October 8, 1982, in the RMC Office for Greenville County in Deed Book 1175 at Page 481.

STATE OF SOUTH CAROLINA
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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