

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE
12 31 PM '83
DONNIE S. SNEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, John S. Sizemore and Marise E. Sizemore

(hereinafter referred to as Mortgagor) is well and truly indebted unto H. Leonard Rothstein and Debra J. Rothstein (Same as Debbie Rothstein) 5132 Flint Ridge Court, Raleigh, N. C. 27609

(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 Nineteen Thousand One Hundred Forty and No/100ths - - - Dollars (\$19,140.00) due and payable according to the terms of that certain Promissory Note of even date

with interest thereon from date at the rate of eleven 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,

ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 10, as shown on a plat of the subdivision of OAK Forest, Section I, which is recorded in the Office of the R.M.C. for Greenville County, S. C. in plat book 6-H at page 30.

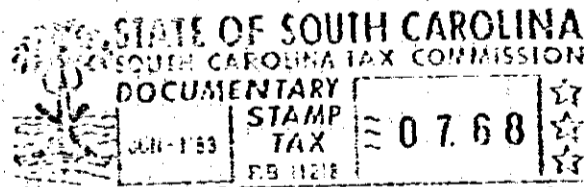
~~This is a portion of the property conveyed to the grantors by Marion H. Rothstein by deed dated October 31, 1977 and recorded herewith in 1977 in deed volume 2067 at page 689 in the Office of the R.M.C. for Greenville County, S.C. and is subject to any restrictions, covenants, conditions, easements and other rights of any kind that may appear on the records at the premises.~~

J.S.
M.E.S.

It is understood that this mortgage is a second mortgage. Mortgagors may not assign or sell or allow any third party to assume this mortgage. Any attempt to do so shall entitle the Mortgagees to accelerate the payment of principal and all accrued interest,

Being the same conveyed to the Mortgagors by Deed of H. Leonard Rothstein and Debbie Rothstein to be recorded herewith.

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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 such 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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