

STATE OF SOUTH CAROLINA  
COUNTY OF Greenville

GREENVILLE S.C.  
AUG 23 3 15 PM '93  
DONATE  
M. DEEY

1022 421

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

**WHEREAS, Charles S. Dubis and Kendria D. Dubis**

(hereinafter referred to as Mortgagor) is well and truly indebted unto **James R. Wilson, Jr.**

(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

**Sixty six thousand and 00/100----- Dollars (\$ 66,000.00 ) due and payable at the rate of 10% interest per year, amortized over 30 years. Payments to be \$450.00 per month, negative amortization, with balance due in a balloon payment in three years on Oct. 1, 1986. The difference of \$129.20 due each month for the three years will be interest free, with (over) 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 piece, parcel or lot of land in the City of Greenville, County of Greenville, State of South Carolina, situate, lying and being on the southern side of Grove Road and being known and designated as Lot No. 7 of Block H, on a plat entitled "O.P. Mills Property", plat of which is recorded in the RMC Office for Greenville County in Plat Book C at page 126, and having such metes and bounds as shown thereon, reference to said plat being made for a more complete description.**

**This is the same property conveyed to the mortgagors by deed of James R. Wilson, Jr. recorded of even date. This mortgage is second and junior to that held by Carolina Federal Savings and Loan, securing \$12,000.00 recorded July 20, 1972 in Mortgage Book 1241 page 551. James R. Wilson, Jr. is obligated to make all payments on said mortgage and pay said mortgage in full if said mortgage contains a due on sale clause which is invoked by Carolina Federal Savings and Loan. In the event James R. Wilson, Jr. fails to make any payoff or payment due on said mortgage, Charles S. Dubis and Kendria D. Dubis may make said payment or payoff and offset same against the payments due on this note and mortgage between Dubis and Wilson.**

**See Plat Book C page 176.**

**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 a just title and is entitled 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 Mortgagee further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, against the Mortgagor and all parties whatsoever lawfully claiming the same or any part thereof.**