

STATE OF SOUTH CAROLINA } FILED
COUNTY OF GREENVILLE } 1983

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

WHEREAS, KENNETH A. GARRETT and DIANE M. GARRETT

(hereinafter referred to as Mortgagor) is well and truly indebted unto G. HERMAN WALKER, III

(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 and no/100 ----- Dollars (\$ 3,000.00) due and payable
as follows: The sum of Two Hundred Seventy Four and Four Cents (\$274.04) due and payable
on or before December 13, 1983 and a like payment due and payable on the 18th day of each
month thereafter until paid in full with all payments to apply first to the payment of
interest at the rate of 18% per annum and the balance to principal
with interest thereon from date at the rate of 18% 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 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, and in Bates Township, on the East side of a county road near its intersection with Geer Highway, and being known and designated as Lots Nos. 12 and 13 of the property of Mrs. E. S. Bulman as shown on plat thereof made by J. C. Hill on September 24, 1949 and recorded in the RMC Office for Greenville County in Plat Book Y at Page 57, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the east side of a county road at the corner of Lot 11 which point is 296.2 feet from the right-of-way of Geer Highway as shown on said plat, and running thence along the rear line of Lots 11, 10, 9 and 8 S. 62-30 E. 366 feet to an iron pin in the line of Lot 7; thence S. 4-30 W. 10 feet to an iron pin at the rear corner of Lot 14; thence along the line of that lot N. 72-30 W. 418 feet to an iron pin on the east side of said county road; thence along the said road N. 39-40 E. 93.3 feet to an iron pin at the corner of Lot 12; thence continuing along the east side of said road, N. 28-50 E. 95.9 feet to the beginning corner.

Derivation: Dennis Garrett and Joyce G. Nix, Deed Book 1125, at Page 482, recorded on May 9, 1980.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incidental 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 Mortgagee covenants that it is lawfully seized of the premises hereunto granted in fee simple absolute, that it is lawfully and lawfully seized 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 forever, from and against the Mortgagor and all persons whatsoever lawfully claiming the same or any part thereof.

1635

1635