

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
JUL 8 1 57 PM '76
DONNIE S. TANKERSLEY
R.H.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, BOBBY CHEATHAM and PHYLLIS CHEATHAM

(hereinafter referred to as Mortgagor) is well and truly indebted unto MICHAEL DINKO and TOLA B. DINKO

(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 Twenty-seven Thousand Nine Hundred and no/100ths ----- Dollars (\$ 27,900.00) due and payable

as set forth in said note,

with interest thereon from date at the rate of 8 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 piece, parcel or tract of land containing 41 acres, more or less, situate, lying and being on the eastern side of Old One Hundred Road, in Oaklawn Township, Greenville County, South Carolina, about one mile north of Fork Shoals Road, having according to a survey thereof made by W. J. Riddle, Surveyor, dated May 11, 1944, the following metes and bounds, to-wit:

BEGINNING at an iron pin in or near the center line of a county road known as Old One Hundred Road adjoining property of Maurice Berry and running thence, S. 57-30 W., 741 feet to a stone; thence S. 12-45 W., 1336 feet to a stone; thence S. 39 W., 614 feet to a point at the corner of the Little Reedy Fork Creek; thence up said creek as the line between the property herein conveyed and a 17.50 acre parcel as shown on the above mentioned plat, N. 50-30 E., 419 feet to a corner at or near the mouth of a branch in Little Reedy Fork Creek; thence continuing up Little Reedy Fork Creek, due North 610 feet to a bend; thence continuing up said creek as the line, N. 13 E., 400 feet to a stake on the property now or formerly owned by T. E. Coker; thence N. 59-45 E., 254 feet to a point; thence N. 27 E., 254 feet to a stake; thence N. 16 E., 237 feet to a stake; thence N. 24 E., 704 feet to a stake; thence N. 47 E., 447.5 feet to a stake at or near the edge of the above mentioned county road; thence along said road, S. 41-45 E., 810 feet to the point of beginning.

The above property is the same conveyed to the Mortgagors by the Mortgagee, by deed dated July 7, 1976, to be recorded herewith.



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

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