

Mortgagee's Address:
BROWN, BYRD, BLAKELY, MASSEY, LEAPHART & STODENMIRE, P.A. SUITE 15, 1700E NORTHST, GREENVILLE, S.C. 29602

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

FILED
GREENVILLE, S.C.
APR 13 3 28 PM '83
DONNIL S. HENSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

BOOK 1601 PAGE 935

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Stephen H. Perry and Katherine R. Perry

(hereinafter referred to as Mortgagor) is well and truly indebted unto Shirley E. Duvall

Rt 2
Roper Mt Rd. Greenville S.C. 29607

(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

Eleven Thousand and No/100----- Dollars (\$ 11,000.00) due and payable

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 Mortgagee 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 Mortgagee 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 _____

ALL that certain piece, parcel or tract of land, together with all improvements thereon, located, lying and being in the County of Greenville, State of South Carolina, containing 2.97 acres, more or less as shown on survey thereof entitled "Property of Stephen H. Perry and Katherine R. Perry" dated March 17, 1983, prepared by Richard D. Wooten, Jr., R.L.S., recorded in the Greenville County RMC Office in Plat Book 9-P at Page 50, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the southern edge of the right-of-way of Black Road, at the intersection of said right-of-way and the right-of-way of Roper Mountain Road and running thence, along the southern edge of the right-of-way of Black Road N. 82-16 E. 38.1 feet to a point; thence, N. 77-59 E. 100.1 feet to a point; thence, N. 63-41 E. 105.6 feet to a point; thence, N. 50-46 E. 98.6 feet to a point; thence, N. 42-17 E. 92.7 feet to a point; thence N. 39-22 E. 143.6 feet to a point at the corner of the within Tract and property now or formerly of The Smith Estate; thence leaving said road and running S. 12-00 E. 158.2 feet to a point; thence N. 41-55 E. 257.0 feet to a point in the line of property now or formerly of Duvall; thence S. 14-06 W. 472.19 feet to a point in the line of property now or formerly of Harper; thence, S. 71-21 W. 174.7 to a point in the eastern edge of the right-of-way of Roper Mountain Road; thence, along said right-of-way N. 64-27 W. 215.4 feet and N. 70-03 W. 203.6 feet to a point at the intersection of the right-of-way of Roper Mountain Road and the right-of-way of Black Road, the point and place of beginning.

This is the same property conveyed to the Mortgagors by deed of Shirley E. Duvall, dated the 11th day of April, 1983 and recorded in the Greenville County RMC Office on the 13 day of April, 1983 in Deed Book 1196 at Page 312.

This is a second mortgage to that certain mortgage given by Stephen H. Perry and Katherine R. Perry to Bankers Trust of South Carolina, dated the 11th day of April, 1983 and recorded in the Greenville County RMC Office on the 13 day of April, 1983 in REM Book 1601 at Page 931.

Together with all and singular rights, members, appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may now 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 Mortgagee covenants that it is lawfully seized of the premises hereinafore 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 Mortgagee further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagee and all persons whomsoever lawfully claiming the same or any part thereof.

STATE OF SOUTH CAROLINA
DOCUMENTARY TAX COMMISSION
STAMP
0440