

Mortgagee's Mailing Address: U. S. Highway 123, Greenville, S. C. 29611

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED GREENVILLE S.C.

WRAP-AROUND MORTGAGE OF REAL ESTATE 1623 PAGE 309

AUG 30 11 27 AM '83 ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. WALKER
R.M.C.

WHEREAS, Timothy D. Fisher and Deborah M. Fisher

(hereinafter referred to as Mortgagor) is well and truly indebted unto James R. Rochester

(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 Thirty Four Thousand Four Hundred Fifty and no/100-----

Dollars (\$ 34, 450.00) due and payable

in equal consecutive monthly installments, commencing September 1, 1983, and continuing on the 1st day of each month thereafter, with final payment, if not sooner paid, to be due August 1, 2013.

with interest thereon from even date at the rate of fourteen/ (14%) per centum per annum, to be paid:

in accordance with the terms of said promissory note.

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, City of Greenville,

on the southeastern side of Briarcliff Drive (Formerly known as Central Avenue) and being known and designated as part of Lot No. 15 and part of Lot No. 13 on plat of EAST OVERBROOK recorded in the R.M.C. Office for Greenville County in Plat Book C. at Page 274 and being shown on a more recent plat entitled "Property of William T. Mauldin and Cathy S. Mauldin", prepared by Carolina Surveying Company, dated May 2, 1980, and recorded in the R.M.C. Office for Greenville County in Plat Book 7-Z at Page 64 and having such metes and bounds as are shown on the more recent plat, reference to which is hereby made for a more complete description.

This is the same property conveyed to the Mortgagors by deed of William T. Mauldin and Cathy S. Mauldin dated August 5th, 1983 and to be recorded herewith.

This is a wrap-around mortgage and is subject to that certain first mortgage lien executed by William T. Mauldin and Cathy S. Mauldin in favor of Charter Mortgage Company in the original amount of \$21,600.00 dated May 6, 1980 and recorded in the R.M.C. Office for Greenville County in Mortgage Book 1502 at Page 416. Mortgagee shall pay to said Charter Mortgage Company all sums (including escrow items) as and when due under the aforesaid mortgage obligation and shall indemnify and hold harmless Mortgagors from all claims, costs, or suits (including reasonable attorneys fees) incurred as the results of any failure of Mortgagee to make such payments when due. Mortgagors shall further retain the right to pay directly any such amount not paid as and when due by Mortgagee and to subtract the amounts so paid from the amounts payable to the Mortgagee hereunder.

This mortgage shall become immediately due and payable in full in the event that all or any portion of the above-described property or any interest therein is sold, conveyed or transferred in any manner by Mortgagors.

STATE OF SOUTH CAROLINA
DOCUMENTARY TAX COMMISSION
AUG 31 1983
STAMP TAX \$ 13.80

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 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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