

MORTGAGEE'S ADDRESS:  
856 Holly Hedge Road  
Stone Mountain, Georgia 30083

0001629 PAGE 774

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
GREENVILLE S.C.  
OCT 7 4 32 PM '83

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

WHEREAS, ~~EDWARD B. MESSERVY, JR.~~ DONNIE S. MESSERVY, AND GAIL R. MESSERVY

(hereinafter referred to as Mortgagor) is well and truly indebted unto CAROL N. SPEARMAN

(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 FORTY-TWO THOUSAND AND NO/100

-----Dollars (\$ 42,000.00 ) due and payable  
IN Two Hundred Forty (240) equal monthly installments of Four Hundred Five and 31/100  
(\$405.31) Dollars beginning November 1, 1983 and continuing monthly until paid in full.

with interest thereon from October 7, 1983 at the rate of TEN(10%) per centum per annum, to be paid: AS SET  
OUT ABOVE.

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

ALL that certain piece, parcel or lot of land, situate, lying and being in the County of Greenville, State of South Carolina, and being known and designated as Lot No. 113 on a plat of Riverdale recorded in Plat Book "KK" at Page 107, R.M.C. Office, Greenville County, South Carolina, reference being made to said plat for a more particular description thereof.

ALSO: ALL that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, and being shown and designated as a part of Lot No. 114 of Riverdale as shown on a plat recorded in Plat Book "4-W" at Page 59, and being that same property conveyed in Deed Book 960 at Page 534, R.M.C. Office, Greenville County, South Carolina, reference being made to said plat for a more particular description thereof.

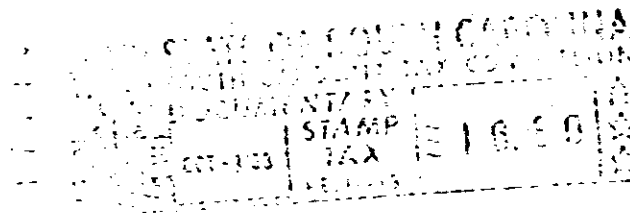
Derivation: Deed Book 1492, Page 56 - Carol N. Spearman 10/7/83

THERE will be a Five (5%) percent late charge for any payment made after the Fifteenth (15th) day of the month and a Five (\$5.00) Dollar penalty if more than Ten (10) days late.

THIS Note and Mortgage is non-assumable and no Second Mortgage may be placed on the property without the consent of the Mortgagee.

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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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