

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE

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GREENVILLE TO ALL WHOM THESE PRESENTS MAY CONCERN:

OCT 4 4 37 PM '84

WHEREAS, Marjorie Louise <sup>DOYNE</sup> Pierce <sup>R.H.</sup> ERSLEY

(hereinafter referred to as Mortgagor) is well and truly indebted unto Harland E. Hodges

(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-two Thousand, Five Hundred Dollars (\$ 22,500.00 ) due and payable

with interest thereon from even date at the rate of per note per centum per annum, to be paid: as per 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:

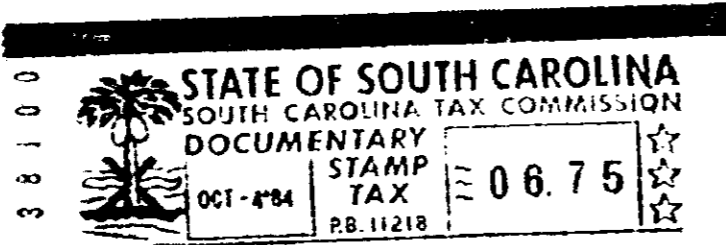
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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

ALL that certain piece, parcel or unit of land situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as Unit Number 44-A of Wildaire-Merry Oaks Horizontal Property Regime III as is more fully described in Master Deed dated April 23, 1980, and recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1125, Pages 528 through 590, inclusive, and survey and plat plan recorded in Plat Book 7-Y, Page 20, RMC Office for Greenville County.

DERIVATION: This being the same property conveyed to Mortgagor by deed of Mortgagee as recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1223, Page 427, on October 4, 1984.

This mortgage is a purchase money mortgage and is personal to Mortgagor only. This mortgage and the note secured hereby may not be assumed by any subsequent transferee of Mortgagor without the express written consent of Mortgagee which may be withheld without cause. This paragraph shall not apply to transfer by reason of death of Mortgagor. Failure to comply with this paragraph shall constitute a default and shall allow demand of the entire principal indebtedness together with any accrued but unpaid interest at the time of violation.



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 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.