

MORTGAGEE'S ADDRESS:
Post Office Box 334
Pickens, S. C. 29671
VOL 1696 PAGE 123

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE
DEC 27 11 05 AM '84

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

WHEREAS, MILDRED J. WHITMAN

DONNIE S. WALKERSLEY
R.M.C.

(hereinafter referred to as Mortgagor) is well and truly indebted unto HENRY F. BIVENS

(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 TWO THOUSAND AND NO/100-----

----- Dollars (\$ 2,000.00) due and payable
DUE AND PAYABLE in Thirty-Six Equal Monthly installments of Eighty and No/100 (\$80.00)
Dollars per month beginning February 1, 1985

with interest thereon from December 26, 1984 at the rate of 25% 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 piece, parcel or lot of land with improvements thereon situate, lying and being in Greenville Township, Greenville County, State of South Carolina, on Chicora Avenue (now known as Odom Circle) and being known as Lot No. 7 of Section 4 of Victor-Monaghan Property and more particularly described as follows:

BEGINNING at a point on the North side of Chicora Avenue at the joint corner of Lots 7 and 6 and running thence with the joint line of said lots, N. 66-31 E. 135.4 feet to the rear joint corner of Lots 7 and 6; thence N. 40-30 W. 90 feet to the joint rear corner of Lots 7 and 8; thence with the common line of Lots 7 and 8, S. 53-44 E. 119.6 feet to Chicora Avenue (now Odom Circle); thence with said Chicora Avenue (now Odom Circle) as the line, N. 31 W. 60 feet to the point of beginning.

Derivation: Deed Book 909, Page 136 - Irene Groves 2/19/71

PAYMENT to be applied first to interest, then to principal.

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STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
TAX
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00.60
P.B. 11218

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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