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MORTGAGE OF REAL ESTATE Offices of Love, Thornton, Arnold & Thomason, Attorneys at Law, Greenville, S. C.

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GONNIE S. TANKERSLEY

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Benjamin E. Ballenger

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto Rochester Real Estate Company

(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 Four Hundred and No/100-----DOLLARS (\$11,400.00\*\*), with interest thereon from date at the rate of eight per centum per annum, said principal and interest to be repaid:

\$1,000.00 to be repaid without interest on or before June 1, 1976 or upon receipt of Mortgagor's 1975 tax rebate, whichever first occurs. The remaining sum of \$10,400.00 to be repaid in monthly installments of \$90.00 each commencing May 1, 1976 with a like payment on the first day of each month thereafter for 36 consecutive months with the balance of said indebtedness being due on April 1, 1979.

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, Chick Springs Township, in the Town of Greer, County of Greenville, on the Western side of Line Street and being more particularly described as follows:

BEGINNING at an iron pin on the Western side of Line Street at a point 279 feet in a Southerly direction from the intersection of Line Street and Arlington Avenue at the corner of Lot No. 5 and running thence with the line of Lot No. 5 in a Westerly direction 115 feet to an iron pin on the line of Lot No. 6; thence with the line of Lot No. 6 in a Southwesterly direction 40 feet to an iron pin at the joint corner of Lots 5 and 7; thence S. 61-30E. 137.4 feet to an iron pin on Line Street; thence with said Street, N. 3-00 E. 90 feet to the point of beginning.

The above described property is also shown and designated as Lot No. 7 on Plat of Cannon Heights, H.G. Bailey Survey, dated 1920 and recorded in the RMC Office of Greenville County in Plat Book E at Page 248.

By Will of Benjamin M. Wood recorded in Greenville County Probate Court Apartment 616, File 13, Mary Jane Wood was devised a life estate in the above described property with the remainder in the above named mortgagor. Mary Jane Wood died in December of 1974.

All payments to be applied first to interest and then to principal.

The balance of said indebtedness to become immediately due and payable upon any transfer of ownership.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or 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.









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