

1917 P. Lumber, etc., Greenville, S.C.
MORTGAGE OF REAL ESTATE—Offices of John G. Cheros, Attorney at Law, Greenville, S.C.

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

DECEMBER 11 1980
SLEY
MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

David L. Mims, and Anida P. Mims
(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto Scurry & Nixon, Inc.

(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 Thousand and no/100

DOLLARS (\$ 30,000.00),

with interest thereon from date at the rate of ten per centum per annum, said principal and interest to be repaid: \$5,000.00 annually for the first three years plus an annual interest payment to be paid with each such annual installment; the balance to be paid quarterly over the next seven years in equal quarterly installments of \$535.72 plus interest to be computed and paid with each such quarterly installment. The first annual payment of \$5,000.00 plus interest shall be due and payable on February 8, 1981, and the second and third annual installments shall be due on the same day for the following two years. The first of the twenty eight quarterly installments shall be due and payable beginning May 8, 1983, and on the eighth day of each third month thereafter until paid in full.

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 lying in the State of South Carolina, County of Greenville, shown as Lot 317 on plat of Botany Woods, Sector VII, recorded in Plat Book YY at pages 76-77 and having such courses and distances as will appear by reference to said plat.

Being the same property conveyed by Charles J. and Carol B. Marsden by deed recorded August 29, 1978 in Deed Book 1086 at page 340.

All that piece, parcel or lot of land lying in the State of South Carolina, County of Greenville, shown as Lot 33 on plat of Section 2, Sheffield Forest, recorded in Plat Book BBB at page 61 and having such courses and distances as will appear by reference to said plat.

Being the same property conveyed by C. Dan Joyner & Co., Inc., by deed recorded May 30, 1978 in Deed Book 1080 at page 19.

All that piece, parcel or lot of land lying in the State of South Carolina, City and County of Greenville, shown as Lot 6 on plat of Markley Realty Co., recorded in Plat Book C at page 143 and as Property of David L. Mims and Anida P. Mims, recorded in Plat Book Z-V at page 19, having such courses and distances as will appear by reference to the latter plat. TOGETHER WITH perpetual right to use of open court (over) Mortgagee agrees to release any one of the three parcels described herein from the lien of this mortgage upon a principal reduction of \$10,000.00, and any two of the subject properties from the lien of this mortgage upon the principal reduction of \$20,000.00.

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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