LAW OFFICES OF

LATHAN, FAYSSOUX, SMITH & BARBARE, P.A., GREENVILLE, SOUTH CAROLINA

MORTGAGE OF REAL ESTATE

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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

Substitute of the subst

WHEREAS, Jimmy J. Tharpe

(hereinaster referred to as Mortgagor) is well and truly indebted unto Harold William Payne and Bonnie P. Payne

(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

Sixteen thousand and 00/100------Dollars (\$ 16,000.00 ) due and payable

according to the terms thereof, said note being incorporated herein by reference

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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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe's heirs, 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, in the City of Greenville, on the northeast side of Pinckney Street, being known as Lot 21 on Plat of W. P. McBee Home Place, made by J. M. Southern, Surveyor, May 16, 1902, recorded in the RMC Office for Greenville County, S. C. in Plat Book A at page 83, and having, according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin on the northeast side of Pinckney Street, at joint front corner of Lots 19 and 21, being the corner of property now or formerly of L. M. Briggs, and running thence along the line of Lot 19, N. 39 1/2 E. 146 feet to an iron pin at corner of property now or formerly of Herbert Harmond; thence along the Hammond line N. 33 1/2 W. 52 feet to an iron pin; thence along the line of Lot 23, S. 46-00 W. 161 feet to an iron pin on the northeast side of Pinckney Street; thence along the northeast side of Pinckney Street; S. 59 1/2 E. 64 1/2 feet to the beginning corner.

This is the same property conveyed to the mortgagor by Harold William Payne and Bonnie P. Payne dated May  $\underline{19}$ , 1980 and recorded in the RMC Office for Greenville County in Deed Book  $\underline{1126}$  at page  $\underline{480}$ .

The mortgagees' address is: 4620 Woodfield Road, Bethesda, MD 20014

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 is 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 Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

TERROLL SERVICE

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