

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

S. C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

RECORDED
MAY 14 1980
L. W. DONNELLY

WHEREAS, H. GRADY BALLENGER AND BETTY W. BALLENGER

(hereinafter referred to as Mortgagor) is well and truly indebted unto LLOYD W. DONNELLY, JR., AND MARJORIE L. DONNELLY

(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-SIX THOUSAND THREE HUNDRED FORTY AND NO/100

-----Dollars (\$36,340.00) due and payable

IN FULL Thirty (30) days after notice by Mortgagees that they are vacating below premises but in no event prior to August 1, 1980.

with interest thereon from MAY 14, 1980 at the rate of TEN(10%) 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 certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina being known and designated as Lot No. 21 on a Plat of Pilgrims Point recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book "WWW" at page 35 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on Westchester Road at the joint front corner of Lots Nos. 22 and 21 and running with said Westchester Road N. 1-28 E. 120 feet to a point; thence running S. 88-33 E. 180 feet to a point; thence running S. 1-28 W. 120 feet to a point; thence running N. 88-33 W. 180 feet to the point of beginning.

Derivation: Deed Book 1125, Page 787 - Lloyd W. Donnelly, Jr., and Marjorie L. Donnelly 5/14/80

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STATE OF SOUTH CAROLINA
RECORDS AND DEEDS COMMISSION
DOCUMENTARY
MAY 14 1980

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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