20-1525 20147

STATE OF SOUTH CAROLINA ... )

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

COUNTY OF GREENVILLE TO SERVER SLEY E. M.C.

WHEREAS, JAMES W. McCLAIN AND EVELYN DARLINE McCLAIN

(hereinafter referred to as Mortgagor) is well and truly indebted unto LOIS E. BISHOP

(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 EIGHT THOUSAND FIVE HUNDRED AND NO/100-----

In equal monthly installments of \$141.12 per month, beginning December 1,1980, said payments applied to interest, then to principle; payment of \$3,000.00 toward principle within Ten (10) days of Workman's Compensation claim settlement to be paid in lump sum, with monthly payments of \$141.12 \*\* with interest thereon from NOV. 20th, 1980at the rate of 10% per centum per annum, to be paid:

\*\* continuing monthly, with no lapse, until paid in full and to be applied first to interest, then principle.

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 in the State of South Carolina, County of Greenville, being shown and designated on plat prepared by Freeland & Associates, dated July 6, 1977, entitled "Property of Tony Winfred Crawford and Debra E. Crawford, recorded in Plat Book 6F, at Page 74 of the RMC Office for Greenville County and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an old nail in the center of Payne Avenue at the intersection of Payne Avenue with Old Bessie Road and running along Old Bessie Road, S. 89-42 E. 61.45 feet to a point on the right of way of New Bessie Road; thence running along the right of way of New Bessie Road, S. 79-09 E. 132.91 feet to an i.p.p.; thence turning and running S. 13-54 W. 173.95 feet to an i.p.p; thence turning and running, S. 84-02 W. 102.28 feet to an old nail and cap in the center of Payne Avenue; thence turning and running with the center of said Payne Avenue as the line, N. 13-19 W. 210.5 feet to the point of beginning.

Derivation: Deed Book 1/37, Page 6/1 - Lois E. Bishop 11/20/80

THIS Mortgage maybe paid in full at anytime without penalty for prepayment. THIS Mortage, and the Note for which it secures, is non-assignable or assumable without the prior written approval of Lois E. Bishop.

NC20 80 1325

COCKENTARY TO S. A. B. Y.

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 quipment, other than the usual household furniture, be considered a part of the real estate.

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

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