

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

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

WHEREAS, I, Herbert A. Carter

(hereinafter referred to as Mortgagor) is well and truly indebted unto Ternplan Inc. of South Carolina P.O. Box 6521 Station B, Greenville, S.C. 29606

(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 Twenty two thousand six hundred ninety-two dollars and eighty five cents

Dollars (\$ 22,692.85) due and payable

in eighty four monthly installments - one installment of two hundred eighty two dollars and eighty five cents and eighty three installments of two hundred seventy dollars each commencing on 15th day of January 1981 and due and payable on the 15th day of each month until paid in full.

with interest thereon from 12-13-80 at the rate of 18.00 per centum per annum, to be paid:

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, the Mortgagee'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, S.C.

BEING more particularly described as Lot No. 79, Section B, as shown on a plat entitled "A Subdivision for Woodside Mills, Greenville, S.C.", made by Pickell & Pickell, Engineers, Greenville, S.C., January 14, 1950, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book W at pages 111-117, inclusive. According to said plat the within described lot is also known as No. 30 West Main Street (Avenue) and fronts thereon 80 feet.

This is the identical property conveyed to the Grantor herein by deed of John P. Mann, as Trustee for Frank Ulmer Lumber Co., Inc., J. F. Welborn and J.F. Welborn, Jr., d/b/a Welborn Lumber and Builders Supplies, dated March 23, 1965, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 769 at page 600.

This is the same property conveyed from C. Dan Joyner by deed recorded August 12, 1975 in Vol. 1022, page 601.

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

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