MORTGAGE OF REAL ESTATE prepared ble E Randolph Stone, Attorney at Law, 124 Broadus Avenue, Greenville, S.C. 29601 GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA

**COUNTY OF GREENVILLE** 

REB 3 12 18 PH '81

MORTGAGE OF REAL ESTATE BODE 1531 PAGESTO

DONNIE S. TANKERSLEP ALL WHOM THESE PRESENTS MAY CONCERN:

we, Edward E. Porter and Dorothy F. Porter, WHEREAS,

(hereinafter referred to as Mortgagor) is well and truly indebted unto N-P Employees Credit Union

(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 Ten Thousand Five Hundred Eleven and 50/100------Dollars (\$ 10,511.50 ) due and payable in sixty (60) installments of \$238.82; the first payment to be made on February 28, 1981 and a like amount on the 28th day of each and every month thereafter until January 31, 1986 when the entire amount of unpaid principal and interest will be due and payable. Payment to be applied first to the interest and then to the principal with interest thereon as set out in said note.

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 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, being known and designated as a part of Lots 31, 32, and 33 of South Cherokee Park, recorded in Plat Book A at Page 130, and being more particularly described according to a survey made by T. C. Adams, October, 1952, as follows:

BEGINNING at a stake on the south side of Elsie Avenue, which stake is 112 feet east of the Eastern property line of Keowee Avenue and running thence S. 27- W., 160 feet; thence S. 63 E., 60 feet to a stake on an alley; thence N. 27 E. 160 feet to Elsie Avenue; thence with said avenue N. 63 W., 60 feet to the beginning corner, and being the same property conveyed by Grover C. Fortner to Dorothy F. Porter by Deed dated May 27, 1959, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 629 at Page 43.

"All that piece, parcel or strip of land in the City of Greenville, State of South Carolina, situate on the south side of Elsi Avenue and fronting thereon 12 feet with a depth in parallel lines of 70 feet and being known and designated as a part of Lot 33 of a subdivision known as Cherokee Park and having the following metes and bounds, to-wit:

BEGINNING at a stake on the south side of Elsie Avenue, which stake is 100 feet east of the southeast corner of Elsie Avenue and Keowee Avenue and running thence in a southerly direction 70 feet to a stake in line of Lot 32; thence in an easterly direction along the original dividing line of Lots 32 and 33, 12 feet to a stake in the line of property of the Grantees; thence with their line in a northerly direction 70 feet to Elsie Avenue; thence with said Avenue in a westerly direction 12 feet to the beginning point", and being the same property conveyed by Alma H. Fortner to Edward E. Porter and Dorothy F. Porter by deed dated December 19, 1973, and recorded on December 21, 1973, in said R.M.C. Office in Deed Book 991 at Page 188.

The mailing address of N-P Employees Credit Union is P. O. Box 1688. Greenville, South Carolina 29602.

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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 the reges, 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.

The Mortgagor further covenants and agrees as follows:

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1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of takes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.