

Mortgagee's mailing address: Lakeshore Road, Rt. 9, Box 190, Jackson, Miss. 39212

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
MAY 11 2 13 PM '81
DONNIE J. JANNERSLEY
R.M.C.

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

WHEREAS, Kenneth D. Posey
(hereinafter referred to as Mortgagor) is well and truly indebted unto Kenneth Dow Posey

(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 Fifty Thousand and 00/100

Dollars (\$ 50,000.00) due and payable

in 360 monthly installments of Four Hundred Thirty Eight and 79/100 (\$438.79) Dollars per month. The first payment being due the 1st day of April, 1981, and on the 1st day of each subsequent month thereafter until paid in full, with the privilege to prepay in whole or in part at any time without penalty.

with interest thereon from date at the rate of ten (10%) per centum per annum, to be paid: monthly

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 unit, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Unit No. 14-D of Sugar Creek Villas Horizontal Property Regime as is more fully described in Declaration (Master Deed) dated September 15, 1980, and recorded in the RMC Office for Greenville County, S. C. on September 15, 1980 in Deed Book 1133, at Pages 365 through 436, inclusive, and survey and plot plan recorded in the RMC Office for Greenville County in Plat Book 7-X, at Page 40, as amended by First Amendment to Declaration (Master Deed) of Sugar Creek Villas Horizontal Property Regime dated February 25, 1981 and recorded in the R.M.C. Office for Greenville County on February 26, 1981, in Deed Book 1143, at Pages 305 through 319, inclusive. Said amended plat is recorded in Plat Book 7-X, at Page 79.

This being the same property conveyed to the mortgagor by deed of Cothran & Darby Builders, Inc., of even date, to be recorded herewith.

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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 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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