

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE

FILED
GREENVILLE CO. S. C. ALL WHOM THESE PRESENTS MAY CONCERN:

AUG 25 2 55 PM '81

WHEREAS, We, THEODORE M. ROGERS, and PATRICIA D. ROGERS,

(hereinafter referred to as Mortgagor) is well and truly indebted unto

THOMAS L. PATTON, His heirs and assigns forever,

(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

TWO THOUSAND, EIGHT HUNDRED FIFTY AND NO/100----- Dollars (\$-2, 850. 00--) due and payable in equal monthly installments of \$63. 42 on the 24th day of each and every month commencing September 24 , 1981, with the final payment due five [5] years from date; payments applied first to interest, balance to principal.

with interest thereon from date at the rate of 12----- 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:

AN undivided one-half interest in and to the following:

"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, Township of Cleveland, being shown as all of Lots 11, 12, and 13 of Subdivision "B", River Falls Heights, Property of D. B. Tripp at River Falls, as shown on Plat thereof recorded in the RMC Office for Greenville County, SC, in Plat Book "H", at Page 32, reference to which is expressly craved for a more detailed description. These lots front on Ellis Ridge Road.

SUBJECT to any easements or rights-of-way of record that may effect these lots.

BEING the same interest acquired by the Mortgagors by Deed of Thomas L. Patton, deed to be recorded herewith. It is expressly agreed and understood that this mortgage shall rank of even and equal priority with a certain mortgage executed by the Mortgagors in favor of Robert R. Patton of even date to be recorded herewith.

STATE OF SOUTH CAROLINA
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Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 such 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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