FILED MORTGAGE OF REAL ESTATE DEC 16 1981 > Fondie 🐍 Tankersley STATE OF SOUTH CAROLIN COUNTY OF GREENVILLE

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

WHEREAS,

Postell L. Allen, Jr., and Pansy G. Allen,

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

(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 Forty-six Thousand and no/100-----

Dollars (\$46,000.00) due and payable in sixty (60) consecutive monthly installments of Four Hundred Eighty-four and 49/100 (\$484.49) Dollars each commencing February 5, 1982, and due on or before the 5th day of each month thereafter, with a final balloon payment on the balance being due and payable on or before January 5, 1987, this date with interest thereon from at the rate of 12.0% per centum per annum, to be paid: Monthly.

The February 5, 1982, payment will have added thereto interest from 12/14/81 to January 5, 1982.
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, Greenville Township, City of Greenville, on the south side of Croft Street, being known as a portion of Lot No. 3 according to a plat of the property of E.E. Stone made by Dalton & Neves, Engineers, dated July 7, 1925, recorded in Plat Book H at Page 202-C, and the western portion of Lot No. 45, Section C, according to a plat of Stone Land Company, recorded in Plat Book A, Pages 337-345, in the RMC Office for Greenville County, and having, according to a recent survey thereof made by Dalton & Neves, Engineers, dated June, 1935, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the south side of Croft Street, which iron pin is 110 feet west of the present location of the southwest corner of the intersection of Croft and Townes Street, and running thence S. 6-47 W. 149.4 feet to an iron pin; thence N. 83-13 W. 21 feet to an iron pin; thence S. 6-47 W. 49.8 feet to an iron pin in the northern line of a 16 foot alleyway; thence N. 83-13 W. 21 feet to an iron pin; thence N. 1-41 E. 200 feet to an iron pin in the line of Croft Street; thence along the southern side of Croft Street, S. 83-13 E. 60 feet to the point of beginning.

Mortgagor has the right to prepay without penalty.

At the end of five (5) years, mortgagor has option of paying off note or extending balance for two years with interest rate increasing one (1%) percent per year. No extensions of balloon payment beyond seven (7) years of this date.

This being the same property conveyed to mortgagor herein by deed of Thomas Robert Wynne dated December 14, 1931, recorded in Book 1/59 at Page 503 on December 6 , 1981.

A five (5%) percent late charge will be added to any payment received after the 15th day of the month.

For purposes of foreclosure, this mortgage will be considered after any payment becomes thirty (30) days in arrears.

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

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