

MORTGAGE OF REAL ESTATE -

Mortgagee's Address: 105 Sugar Creek Road, Greer, SC 29651

1562 639

STATE OF SOUTH CAROLINA } FILED
COUNTY OF GREENVILLE } S.C. MORTGAGE OF REAL ESTATE

REC 3 30 PM '82 TO ALL WHOM THESE PRESENTS MAY CONCERN:

DO NOT SIGN WITNESSES

WHEREAS, William L. Costner and Rhonda G. Costner

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

M. G. Proffitt, Inc.

(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-Five Thousand Nine Hundred Fifty and No/100----- Dollars (\$45,950.00) due and payable

on or before February 1, 1983. Purchasers agree that whenever they are able to obtain a loan at an interest rate of 14 per cent or less, they will immediately apply for and close the transaction and pay off this mortgage. In the event they are not able to obtain a loan at an interest rate of 14 per cent or less on or before February 1, 1983, they (SEE**) with interest thereon from date at the rate of 13 per centum per annum, to be paid: monthly commencing

February 1, 1982, in the amount of \$497.79
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, on the eastern side of Kensington Road, known and designated as Lot 41 on plat of Brook Glenn Gardens, recorded in Plat Book JJJ at Page 85 in the RMC Office for Greenville County, S. C. and having, according to said plat, the following metes and bounds, to-wit:

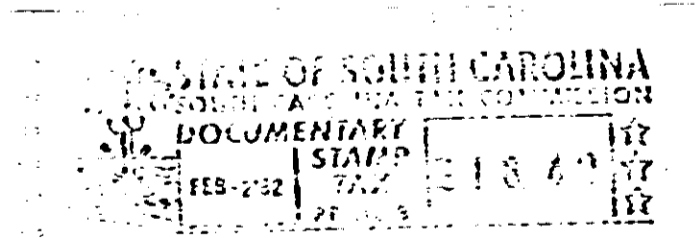
BEGINNING at an iron pin on the eastern side of Kensington Road at the joint front corner of Lot 40 and running thence with the line of Lot 40, S. 73-13 E. 157.75 feet to an iron pin; thence N. 17-11 E. 193.8 feet to an iron pin at the rear corner of Lot 42; thence with the line of Lot 42, S. 82-24 W. 164.6 feet to an iron pin on the eastern side of Kensington Road; thence with the eastern side of Kensington Road, S. 19-30 W. 134.3 feet to the beginning corner.

This is the same property conveyed to the Mortgagors herein by deed of M. G. Proffitt, Inc. of even date to be recorded herewith.

**will, notwithstanding that fact, pay this note and mortgage off on that date. At any time during the term of this mortgage, the seller is able to obtain for the buyer a loan at a rate of 14 per cent or less, then the buyer agrees to accept that loan and pay off this note and mortgage.

Purchaser agrees to pay all normal closing costs in connection with the new loan.

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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 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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