

Record 20

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S.C.
APR 1 10 26 AM '82
JOHN W. BERSLEY

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, Michael Zeager and Diane E. Zeager

(hereinafter referred to as Mortgagor) is well and truly indebted unto Leslie Earl Malan and Roland Joy Malan

(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 Twelve Thousand and no/100

----- Dollars (\$12,000.00) due and payable
in sixty (60) monthly installments of One Hundred Thirty Two and 13/100 (\$132.13) Dollars
beginning 4-1-82 and continuing on like date thereafter until 3-1-87, at which time the
balance due shall become due and payable,

with interest thereon from date hereof at the rate of twelve 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, and being known and designates as Lot Nos. 18 and 19 of Block D as shown on a plat of Buena Vista Subdivision, which plat is of record in the R.M.C. Office for Greenville County, South Carolina, in Plat Book W, at pages 11 and 29, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Western side of Sutton Drive, joint front corner of Lots 19 and 20; running thence with the line of Lot 20, S 80-17 W, 150 feet to an iron pin at the rear corner of Lot 37; running thence with the rear line of Lots 36 and 37, N 9-43 W, 70 feet to an iron pin at the rear corner of Lot 17; running thence with the line of lot 17, N 80-17 E, 150 feet to an iron pin on Sutton Drive; running thence with the Western side of Sutton Drive, S 9-43 E, 70 feet to the point of BEGINNING.

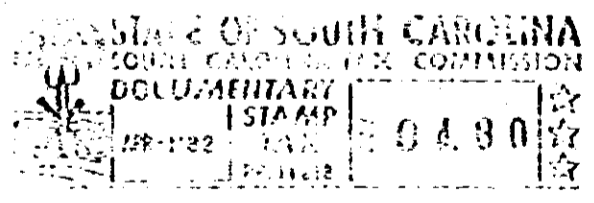
This property subject to any and all restrictive covenants, easements and rights-of-way of record and appearing on the premises.

This property also subject to Restrictive and Protective Covenants recorded in Deed Book 379, at page 230 in the R.M.C. Office for Greenville County, South Carolina.

This being the same property conveyed to Mortgagors herein by deed recorded in Deed Book 1164, at page 775, in the R.M.C. Office for Greenville County, South Carolina.

Mortgagees' Address: Highland, Ill 62245
Rt 3, Bx 52
Highland, Ill 62245
The grantors being Leslie Earl Malan and Roland Joy Malan and is recorded along herewith

SCOT
2 AP 1 1982
208



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.

990

4328 RV-2