MORTGAGE OF REAL ESTATE-Prepared by WILKINS & WILKINS, Attorneys at Law, Greenville, S. C. 1577 1455 76

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAT CONCERN:

WHEREAS, I, TOYA VAN RADEN

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

SPERO STEVE PETRAKOS 1201 Edwards Road, Greenville, S. C. 29615

(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

FIVE THOUSAND -----

Dollars (\$ 5,000.00) due and payable

\$1,000.00 plus interest of \$600.00 on August 4, 1983

\$1,500.00 plus interest of \$480.00 on August 4, 1984

\$2,500.00 plus interest of \$300.00 on August 4, 1985

with interest thereon from

at the rate of 12%

per centum per somem, to be paid: annually as indicated above.

The Mortgagor has the right to repay the entire amount on this mortgage at any time without penalty.

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 Mortgagoe at any time for advances made to or for his account of any other and further sums for which the Mortgagor may be indebted to the Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold mortgagoe at and by these presents does grant, bargain, sell and release unto the Mortgagoe, the Mortgagoe's heirs, successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, sinute, lying and being in the State of South Carolina, County of Greenville, shown as Lot 42 A on plat entitled "Resubdivision of Lot 42, Section B, Stone Land Co. Subdivision, Property of Steve and Pat S. Petrakos" recorded in plat book 4 C at page 135 and having such courses and distances as will appear by reference to said plat.

This is the same property conveyed to mortgagor by mortgagee by deed of even date herewith to be recorded.

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.

4326 1.44

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