

SEP 20 9 51 AM '82

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, BIRTHA H. KENDRICK

(hereinafter referred to as Mortgagor) is well and truly indebted unto Devora K. Gaynor
17 Knoll Road
Plymouth, Mass 02360

(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 Three Thousand Seven Hundred Fifty and no/100-----

----- Dollars (\$ 43,750.00) due and payable

with interest thereon from _____ date _____ at the rate of 12½ per centum per annum, to be paid:
as per the terms of said note.

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 further described as:

ALL that lot of land, with the buildings and improvements thereon, in the County of Greenville, State of South Carolina, being known as part of Division B, Lot No. 1, Section 2, of TIMBERLAKE, plats of which are recorded in the R.M.C. Office for this County in Plat Book BB, Page 184, and Plat Book QQ, Page 9, and, having, according to a plat thereof recorded in Plat Book QQQ, Page 105, the following metes and bounds, to-wit:

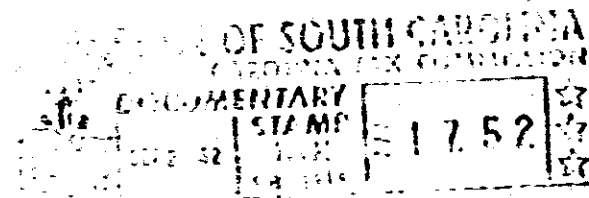
BEGINNING at an iron pin on the eastern side of Timberlake Drive at the joint front corner of Lots Nos. 1 and 2, and thence with the joint line of said lots as follows: S 82-20 E 189.4 feet to a point, N 7-40 E 2 feet to a point, N 86-08 E 54.2 feet to a point, S 7-11 E 13.2 feet to a point, and S 82-20 E 64.1 feet to an iron pin; thence N 19-37 E 92 feet at the joint rear corner of lots shown as Division A and Division B; thence with the joint line of said lots, N 82-20 W 329.15 feet to an iron pin on the eastern side of Timberlake Drive; thence with the eastern side of Timberlake Drive, S 47-40 W 90 feet to the point of beginning.

This is that property conveyed to mortgagor by deed of Devora K. Gaynor dated and filed concurrently herewith.

This is a second mortgage junior to that of Bankers Mortgage Corporation as recorded in Mortgage Book 1056 at page 405 and having a balance this date of \$7,599.66.

This mortgage shall not be assumable or assignable without the prior written consent of the Mortgagee. There shall be a penalty due Mortgagee by Mortgagor if this mortgage and the note it secures are satisfied prior to September 17, 1983.

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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 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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