H.& BARBARE, P.A., GREENVILLE, SOUTH CAROLINA LAW OFFICES OF LATHAN, SMIT

MORTGAGE OF REAL ESTATE

RSLEY

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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

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

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Brian A. King and Patricia G. King WHEREAS,

(hereinafter referred to as Mortgagor) is well and truly indebted unto P. and W. Builders, a Partnership

(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 One Hundred Twenty Thousand and 110/100-----

\_\_\_\_Dollars (\$ 120,000.00 ) due and payable

as provided for in Promissory Note executed of even date herewith, the terms of which are incorporated herein.

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgugor'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.

ALL that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, in Austin Township, on the northeastern side of Bethel Road and being known and designated as Lot No. 43 on a plat of HOLLY TREE PLANTATION recorded in the RMC Office for Greenville County in Plat Book 4-X at Pages 32 through 37, inclusive, reference to which is hereby made for a more complete metes and bounds description.

THIS is the same property as that conveyed to the Mortgagors herein by deed from P. and W. Builders, a Partnership, recorded in the RMC Office for Greenville County of even date herewith.

THE mailing address of the Hortgagee herein is: P. O. Box 26-F, Belton, S. C. 29627.

DEC 1 0 1982 141.17XX

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

ASSIGNMENT

For value received, P. and W. Builders, a Partnerhip, does hereby assign, transfer and set over to D. P. Phillips, without recourse, the within mortgage and the note which it secures this 15th day of July, 1982.

Witness the hand and seal of the assignor.

and W. Buildars, a Partnership (SEAL)

Its Partners

ASSIGNMENT MECRDED DEC 1 0 1982 at 10:43 A.M.

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

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