

MORTGAGE OF REAL ESTATE - MORTGAGEE: Lawrence T. Acker
106 Hardale Lane
Greenville, S.C. 20607

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

FILED MORTGAGE OF REAL ESTATE
GREENVILLE CO. S.C.
TO ALL WHOM THESE PRESENTS MAY CONCERN:

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DONNIE S. TANKERSLEY

WHEREAS, I, Lawrence T. Acker

(hereinafter referred to as Mortgagor) is well and truly indebted unto Jack H. Norris for Mary E. Norris, Her Heirs and Assigns,

(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

Thirty Thousand and No/ 100 Dollars (\$30,000.00) due and payable in equal quarterly installments of One Thousand Eighty and 18/100 Dollars (\$1,080.18), based on a term of twelve (12) years, with first payment due April 2, 1985, and thereafter on July 2, October 2, and January 2, (for each year) Mortgagee shall have the right to anticipate any or all the unpaid balance at any time without penalty; (Also see special stipulations below). *

with interest thereon from at the rate of ten per centum per annum, to be paid: Quarterly (Already included in payment).

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 northern side of Greenacre Road, having a street address of 212 Greenacre Road, and shown on the Greenville County Tax Map as 199.1-2-63, being further shown on a Plat entitled "Property of Mary E. Norris," prepared by Jones Engineering Service, and dated June 12, 1957, the following courses and distances:

BEGINNING at an iron pin on the northwestern side of Greenacre Road at the joint corner of the within described property and a lot heretofore conveyed to Lawrence T. Acker by deed recorded in Deed Book 1226 at page 886, and running thence along the common line of such lots, N. 58-18 W., 160.1 feet to an iron pin; thence N. 36-48 W., 126.4 feet to an iron pin which is the apex of a triangle; thence S. 78-13 E., 135.0 feet to an iron pin; thence continuing S. 78-13 E., 160.07 feet to an iron pin on the northern side of Greenacre Road; S. 31-32 W., 148.00 feet to the beginning.

BEING the same property conveyed to mortgagor by Jack H. Norris for Mary E. Norris by deed dated January 2, 1985, and recorded on Jan. 2, 1985, in Deed Book 1230, at page 264, in the Office of the R. M. C. for Greenville County.

*Should mortgagor anticipate this Note and the Second Note in full on or before January 10, 1987, then a discount of Two Thousand Dollars (\$2,000.00) shall be given on the unpaid principal balance at pay off. Once the Second Mortgage has been paid and satisfied in full and the principal balance on the First Mortgage has been reduced to Twenty-Two Thousand Dollars (\$22,000.00), or less, then the mortgagee shall release from such mortgage that triangular portions of the property at the rear which is zoned residential, and has approximate measure of 91.2' X 10' X 126.4' X 135' per plat dated June 12, 1957, and shall allow the dwelling on the remaining parcel under mortgage to be removed; provided however, that until such above conditions of payments are met. Mortgagor shall maintain said dwelling in good condition and refrain from making any material alterations to same which would tend to lower its value; mortgagor shall also keep dwelling insured in the amount of Twenty-Five Thousand Dollars (\$25,000.00) for a period of two years from date of closing, or until the requirements as set forth for removing dwelling have been met. If Twenty-Five Thousand Dollar (\$25,000.00) insurance coverage period expires and dwelling has not been removed under conditions set forth, then mortgagor shall be allowed to reduce insurance coverage on dwelling to Thirteen Thousand Dollars (\$13,000.00). Mortgagee agrees to reimburse mortgagor \$100.00 per year or to the extent of the difference between the premium for \$25,000.00 coverage and \$13,000.00 coverage, which ever is less.

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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