

1606.11 12/10/78

REAL ESTATE MORTGAGE

MORTGAGEE NAME AND ADDRESS

BOOK 1336 PAGE 863

MORTGAGORS NAMES AND ADDRESS

- Gardner, Robert & wife
- 117 Florida Ave.
- Greenville, S.C. 29601

AMOUNT OF NOTE \$20,000.00 DUE DATE 12/12/78  
SCHEDULE OF PAYMENT, NUMBER OF PAYMENTS AND DUE DATE

2220.00 12/12/78 60 12/12/78

STATE OF SOUTH CAROLINA  
COUNTY OF Greenville } ss

WHEREAS, the Mortgagors above named are indebted on their Promissory Note above described, to the Mortgagee above named, in the sum of one thousand dollars (\$1,000.00) and interest thereon, and on which Note payment in advance may be made in any amount at any time, and default in making payment thereon, shall at the option of the holder of said Note, and without notice or demand, recover the entire amount remaining unpaid on the Note at the due and payable date.

NOW KNOW ALL MEN, that in consideration of said Note and further, are the execution of said Note and also in consideration of three dollars (\$3) to the Mortgagee, and well and truly paid by Mortgagors, and for the value and delivery of the premises, except that it is hereby acknowledged, the Mortgagors hereby grant, bargain, sell and release unto the Mortgagee its successors and assigns, the following real estate, situated in the County of Greenville and State of South Carolina, to wit: All that lot of land with the buildings and fixtures thereon, situated on the 1st floor of 117 Florida Ave., in the city of Greenville, County, South Carolina, shown as lot no. 77, on the map of Greenville, made by J. L. Miller, Surveyor, bearing 144, as recorded in the U.C. office for Greenville County, S.C. in plan book 144, page 144, and more particularly described in the Deed of trust executed by the Seller's name in record book 144, page 144. I have and to hold, with all the rights in the right, title, and interest in and to the said premises, according to said Mortgage, provided always, and the instrument is made, sealed, sealed and delivered upon the express condition that if the said Mortgagors fail to pay in full to the said Mortgagee the above-described Note, according to the term thereof, then the Mortgagee shall have, determine and be entitled to foreclose in full force and virtue. Upon default in payment of said Note, whereupon the same shall become due and payable, the Mortgagee may sue for the same and have judgment recovered for the same, and may thereafter, by virtue of such judgment, enter upon and take possession of the said premises, and may sell the same, and the credit so secured thereon.

The Mortgagee covenants that the above described property is free from all liens, and that the title thereto is clear, and that no action was noted, and will warrant and defend the same against all persons except the Mortgagee, and that the Mortgagee shall have the sole right to sue for the same, and shall not be answerable for the same after the same has been sold, and the same shall be subject to the laws of the State of South Carolina.

Signed, sealed and delivered in the presence of:

Shelley D. Campbell  
Ken Woodall

STATE OF SOUTH CAROLINA  
COUNTY OF Greenville } ss

For and in consideration of the above and for value received, I do hereby acknowledge receipt of the above instrument, and do hereby accept the same, and do hereby renounce my dower in the above described property, except as herein excepted, and deliver the same to the Mortgagee, and do hereby renounce my dower in the same, except as herein excepted.

Robert Carnes  Sign Here  
Evelyn Carnes  Seal

Shelley D. Campbell  
Robert L. Bluff  
Superior Corp. Inc.

Signed, sealed and delivered in the presence of:

STATE OF SOUTH CAROLINA  
COUNTY OF Greenville } ss  
I do hereby renounce my dower in the above described property, except as herein excepted, and do hereby renounce my dower in the same, except as herein excepted.

Evelyn Carnes  
Robert L. Bluff  
Superior Corp. Inc.

Signed, sealed and delivered in the presence of:

(CONTINUED ON NEXT PAGE)