24 Vardry Street, Greenville, S. C. 29601 FILED GREENVILLE CO.S.C.

800x 1436 45 114

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

Jun 23 2 36 PH '73 MORTGAGE OF REAL ESTATE DONNIE S, TANKERSLEY R.H.C.

WHEREAS. JOHN THOMAS SAVAGE AND CHARLOTTE HUHN SAVAGE

(hereinafter referred to as Mortgagor) is well and truly indebted unto THOMAS C. MANN

(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 THIRTEEN THOUSAND AND NO/100------

_____Dollars (\$ 13,000,00) due and payable

In Ten (10) annual equal installments of One Thousand Nine Hundred Thirty-Four and 28/100 (\$1,934.28) Dollars beginning on March 1, 1979 and continuing with annual payments until paid in full.

with interest thereon from June 23, 1978 at the rate of $8\frac{1}{2}$ per centum per annum, to be paid: AS SET OUT ABOVE.

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**

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 western side of Mornington Court and being known and designated as Lot No. 81 on plat of Holly Tree Plantation, prepared by Enwright Associates, dated May 28, 1973, and recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book "4X", at Pages 33-37 and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Mornington Court, at the joint front corner of Lots 80 and 81 and running thence along the joint line of said lots, N. 68-02-42 W. 209.28 feet to an iron pin; thence S. 27-41-02 E. 256.83 feet to an iron pin; thence along the joint line of lots 81 and 82 N. 42-52 E. 128 feet to an iron pin on the western side of Mornington Court; thence along the western side of Mornington Court N. 69-24-37 E. 60.57 feet to the point of beginning.

Derivation: Deed Book $\frac{68}{}$, Page $\frac{866}{}$ - Thomas C. Mann $\frac{6}{23}$

IT is expressly understood between the parties hereto that the Mortgagors o shall have the right to pay the remaining balance at any point in time Twithout any early prepayment penalty.

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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 the hair and the Mortgager covenants that it is a first or and the Mortgager covenants that it is a first or and the Mortgager covenants that it is a first or and the Mortgager covenants that it is a first or and the Mortgager covenants that it is a first or and the Mortgager covenants that it is a first or and the Mortgager covenants that it is a first or and the Mortgager covenants that it is a first or and the Mortgager covenants that it is a first or and the Mortgager covenants that it is a first or and the Mortgager covenants that it is a first or and the Mortgager covenants that it is a first or and the Mortgager covenants that it is a first or and the Mortgager covenants that it is a first or and the Mortgager covenants that it is a first or and the Mortgager covenants that it is a first or and the Mortgager covenants.

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 foreyer defend all and singular the said premises unto the Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.