10 Smith Dealer Co.

BOOK 1573 PAGE 309

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

18 F# 182

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

WHEREAS,

MARIA C. CARTER

(hereinafter referred to as Mortgagor) is well and truly indebted unto HERBERT B. DRAKE AND SELINE D. RUTH

(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 -----SEVENTY THOUSAND FIVE HUNDRED AND NO/100-----

as follows: Payments to be paid according to a thirty (30) year amortization schedule with a balloon payment of Sixty-Seven Thousand Eight Hundred Twenty-Seven Dollars and Seventy-Seven Cents (\$67,827.77) at the end of the seventh (7th) year. First payment of Seven Hundred Twenty-Five Dollars and Forty-Five Cents (\$725.45) due August 1, 1982, and the 1st day of each month thereafter until July 1, 1989, when the balloon payment is due and Payable with interest thereon from date at the rate of twelve per centum per annum, to be paid:

monthly until paid in full; all interest not paid when due to bear interest at the same rate as principal.

rate as principal.

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, State of South Carolina, situate, lying and being known and designated as part of Lot 4 on a plat of Property of Mrs.

Annie M. Moore recorded in Plat Book "C" at Page 179 in the R.M.C. Office for Greenville County, and having, according to a more recent plat prepared by R. B. Bruce, RLS \$1952, dated June 9, 1982, entitled "Property of Maria C. Carter," the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Mills Avenue and running thence with the line of part of Lot 4, N. 38-32 W. 187.1 feet to an old iron pin, joint corner of Part of Lot 4 and Part of Lot 5; thence running N. 63-21 E. 54.8 feet to an old iron pin at the corner of part of Lot 5 and part of Lot 3; thence turning and running S. 39-09 E. 175.4 feet to an old iron pin along the line of Lot 2; thence turning and running S. 51-02 W. 55.5 feet to an old iron pin, the point of BEGINNING.

This being the same property conveyed to the Mortgagor herein by deed of Herbert B. Drake and Seline D. Ruth of even date to be recorded herewith.

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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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