$\begin{array}{c} \text{Creens}^{FILED} \\ \text{Oct } 1254\,\text{PM B2} \\ \text{County of Greenville} \end{array} \} \begin{array}{c} \text{Oct } 1254\,\text{PM B2} \\ \text{Donnie} \\ \text{S. } 1444\,\text{Kersley} \end{array} \end{array} \\ \begin{array}{c} \text{MORTGAGE OF REAL ESTATE} \\ \text{To all whom these presents may concerns} \\ \text{R. M. C.} \end{array}$ 

WHEREAS, WILBERT J. RIMER and ARVAN S. RIMER

(hereinafter referred to as Mortgagor) is well and truly indebted unto JANET LYNNE HOWARD

whose address is 92 Everit Street, New Haven Connecticut 06511

(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

TEN THOUSAND FIVE HUNDRED

Dollars (\$ 10.500.00) due and payable

one year from date

with interest thereon from date at the rate of 12% per centum per annum, to be paid: at maturity Borrowers reserve the right to anticipate in full or in part at any time

without penalty.

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:

"Al.I. 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

ALL that certain piece, parcel, or lot of land, situate, lying and being in Greenville County, South Carolina, being shown and designated as Lot 266 on a Plat of PROPERTY OF COLONIA COMPANY, made by Dalton & Neves, Engineers, dated February, 1938, recorded in the RMC Office for Greenville County in Plat Book J, at Pages 4 and 5, and having, according to said Plat, the following metes and bounds:

BEGINNING at an iron pin at the northwest intersection of Berkley Avenue and Franklin Road and running thence along the northwest side of Berkley Avenue, S 86-27 W, 97 feet to an iron pin; thence continuing with the northwest side of Berkley Avenue, S 72-12 W, 100 feet to an iron pin, corner of Lot 265; thence along the line of Lot 265, N 24-13 W, 49.3 feet to an iron pin, joint rear corner of Lots 266 and 267; thence along the line of Lot 267, N 65-13 E, 212.5 feet to an iron pin on the west side of Franklin Road; thence with said Road, S 11-04 E, 99 feet to an iron pin, the point of beginning.

ALSO: All that certain piece, parcel, or lot of land, situate, lying and being in Greenville County, South Carolina, being shown and designated as Lot 267 on a Plat of PROPERTY OF COLONIA COMPANY, recorded in the RMC Office for Greenville County in Plat Book J, at Pages 4 and 5, and having, according to said Plat, the following metes and bounds:

BEGINNING at an iron pin on the southwest side of Franklin Road, joint corner of Lots 266 and 267, said iron pin being 99 feet from the corner of said Franklin Road, joint corner of Berkley Avenue, and running thence with the line of Lots 266 and 267, S 65-13 W, 212.5 feet to an iron pin on the line of Lot 265; thence along the line of Lot 265, N 24-13 W, 74.8 feet to an iron pin, joint corner of Lots 267 and 268; thence with the common line of said Lots, N 65-13 E, 217.4 feet to an iron pin on Franklin Road; thence with said Road, S 20-24 E, 75 feet to an iron pin, the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Stuart Alan Howard dated September 27, 1982, and by deed of Janet Lynne Howard, dated September 21, 1982; both deeds to be recorded simultaneously herewith.

DOCUMENTARY COMMISSION

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ON THE PROCESS OF TAX

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

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