Mortgagee's Address: 955 Wells Drive Forest City, S. .. 28043

## 1559 F# 37

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

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

date

WHEREAS, we, John David Rodgers and Patricia Ann Rodgers,

(bereinafter referred to as Mortgagor) is well and truly indeted unto Robert C. Terry and Susan R. Terry

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated berein by reference, in the sum of One Thousand Three Hundred and no/100

) due and payable Dollars (\$ 1.300.00 in consecutive monthly installments of Fifty-Nine and 99/100 (\$59.99) dollars, commencing January \_\_\_\_, 1983, and continuing on the same day of each month thereafter,

with interest thereon from of said note.

at the rate of ten (10%) per centum per annum, to be paid: per terms

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 piece, parcel or lot of land lying in the State of South Carolina, County of Greenville, shown as Lot 266 on plat of property of Robert J. Edwards, recorded in plat book EE, at page 61, and having such courses and distances as will appear by reference to said plat.

This mortgage is second in priority to that given unto Greer Federal Savings and Loan Association, now First Federal Savings and Loan Association of South Carolina, recorded in Hortgage Book 1467, page 344, on Hay 22, 1979.

THIS being the same property conveyed unto the mortgagors by deed of Robert C. Terry and Susan R. Terry, executed and recorded of even date herewith.

202 The mortgagors have the right to prepay in full or part payments, at any time and at any amount, without penalty.

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.

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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 the 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.