

GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
SEP 20 11 52 AM '76
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

BOOK 1378 PAGE 177

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, WE, DAVID L. PEEKS & BRENDA W. PEEKS

(hereinafter referred to as Mortgagor) is well and truly indebted unto ELIZABETH S. CARPER

(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 & 00/100----- Dollars (\$ 10,500.00) due and payable

On the first day of October, 1976 and to be paid in the amount of \$106.50 per month at 9% for 15 years and to be paid each and every month until paid in full. Any payments made later than the 10th of each month will bear a 5% late charge.

with interest thereon from date at the rate of 9% per centum per annum, to be paid: Monthly

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, Judson Mills Village, and being known and designated as Lot # 7, Block 10, according to plat of said Block made by Piedmont Engineering Services, Greenville, S.C., dated April 11, 1950 and recorded in Plat Book X at page 149 in the R.M.C. Office for Greenville County, South Carolina.

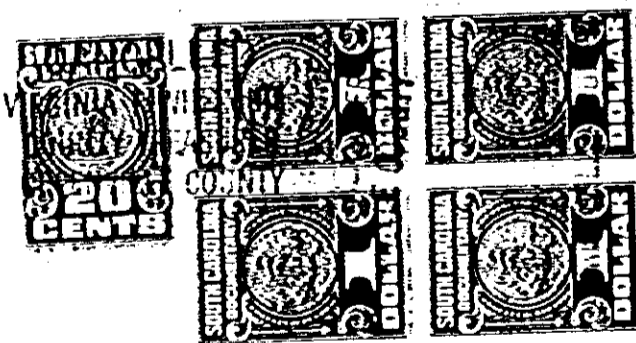
This is the same property conveyed to the grantor by Elizabeth S. Carper on the 8th of March, 1976 and recorded in Deed Book 1032 page 712 at 4:55 p.m.

The above property is conveyed subject to the same restrictions as contained in deed from Cotwool Manufacturing Corp., recorded in the R.M.C. Office for Greenville County in deed volume 410 at page 183.

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ELIZABETH S. CARPER
3704 WHITE HORSE RD.
GREENVILLE, S. C. 29611

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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 of all 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 such 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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