

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.
JUN 9 12 59 PM '78
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

BOOK 1434 PAGE 706

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, RUTH B. MAULDIN

(hereinafter referred to as Mortgagor) is well and truly indebted unto DAVID D. ARMSTRONG, ATTORNEY AT LAW

(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 SIX THOUSAND FORTY-ONE AND 64/100ths-----

Dollars \$6,041.64 due and payable

pursuant to the terms of a promissory note signed by the Mortgagor on this date. Said promissory note provides for monthly payments in the amount of One Hundred Twenty-Five Dollars (\$125.00) per month for sixty (60) consecutive months, with the sixtieth payment to be a balloon payment in the amount of One Hundred Fifty Six and 26/100ths Dollars (\$156.26). with interest thereon from date at the rate of ---9% per centum per annum, to be paid: beginning July 1, 1978, and continuing each and every month until June 1, 1983.

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:

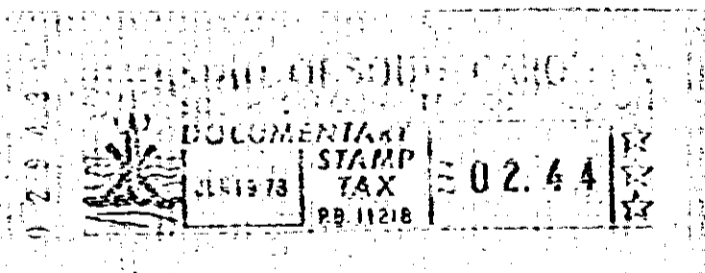
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, on the easterly side of Weldon Street, being known and designated as portions of Lots 10, 11 and 12 on plat of property of Edgar C. Waldrop and having according to a more recent plat of property of Ruth B. Mauldin, the following metes and bounds, to wit:

BEGINNING at an iron pin on the easterly side of Weldon Street which iron pin is the joint rear corner of Lots 12 and 13 and running thence N. 86-04 E. 135 feet to an iron pin; thence S. 3-56 E. 150 feet to an iron pin; thence S. 86-04 W. 135 feet to an iron pin on the easterly side of Weldon Street; thence along the easterly side of Weldon Street, N. 3-56 W. 150 feet to an iron pin, the point of beginning.

DERRIVATION: Deed Book 439, at page 493, Deed of Laura M. Cawthon and recorded August 10, 1951.

This mortgage is subject to an outstanding mortgage recorded in Mortgage Book 1225 at page 231 listed in the name of Fidelity Federal Savings and Loan Association



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Together with all and singular rights, members, herditaments, 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.

Payments are due the first day of each month. If any payment is made on or after the 15th day of the month, a 4% late penalty shall be added to the payment, making the total due \$130.00.

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