

MORTGAGE OF REAL ESTATE

Mortgagee's address:  
Rt1, Box 240-C  
Beaumont, Texas 77706

BOOK 1496 801

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

FILED  
GREENVILLE CO. S. C.  
MORTGAGE OF REAL ESTATE

FEB 29 2 17 PM '80  
TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONALD E. BALTZ  
RMC

WHEREAS, We, ROBERT I. PEARCE and BETTY J. PEARCE

(Hereinafter referred to as Mortgagor) is well and truly indebted unto JIMMIE DEAN COUCH

(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 FOUR THOUSAND AND NO/100

----- Dollars (\$ 4,000.00 ) due and payable  
in monthly installments in the amount of FIFTY-FIVE and 12/100 (\$55.12) Dollars with the first payment being due on March 1, 1980 and continuing monthly thereafter on the first day of each and every consecutive month until paid in full

with interest thereon from \_\_\_\_\_ date at the rate of ELEVEN(11)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, and being known and designated as Lot No. 9 on a plat of Sunset Heights, Section 2, Property of Donald E. Baltz, prepared by Dalton & Neves, dated April, 1960, and recorded in the RMC Office for Greenville County in Plat Book RR, Page 85, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at a point on the northeast side of Vesper Circle, said point being the joint front corner of Lots 9 and 10 and running S 63-11 E 90.2 feet to a point, said point being the joint front corner of Lots 8 and 9; thence with the line of Lot 8, N 34-46 E 198.1 feet to a point, said point being the joint rear corner of Lots 8 and 9; thence turning and running N 57-45 W 120 feet to a point, said point being the joint rear corner of Lots 9 and 10; thence turning and running with the line of Lot 10, S 25-54 W 208 feet to the point and place of Beginning.

Being the same property conveyed to the mortgagors herein by deed of Jimmie Dean Couch, to be recorded of even date herewith.

This mortgage is second and junior in lien to that certain mortgage in favor of C. Douglas Wilson & Co. (Now NCB Mortgage ), recorded 11-5-63 in the RMC Office for Greenville County in Mortgage Book 939, Page 463 in the original amount of \$20,300.00.

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STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE  
DOCUMENTARY  
RECORDED  
FEB 29 1980  
RMC

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 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.