

MORTGAGEE'S ADDRESS: 90 Tunnel Rd  
Asheville, N.C. 28805  
GREENVILLE, N.C. S.C.

BOOK 1516 PAGE 924

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

SEP 22 12 12 PM '80  
DONNE S. TANKERSLEY  
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Gary Curtis Cort and Connie Kay Cort,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Erwin Hans Cort,

(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 Fifty-one Thousand and No/100-----

-----Dollars (\$ 51,000.00 ) due and payable  
in consecutive monthly payments of Five Hundred Seventeen and 77/100-----  
(\$517.77)---Dollars commencing on October 1, 1980, and continuing on the  
same day of each month thereafter until paid in full, all payments to be  
applied first to interest and the balance to principal;  
with interest thereon from date at the rate of ten and / ~~three-fourths~~ (10.75%) per terms  
of said note;

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 near the town of Mauldin, shown as Lot No. 54, Section II of "Sunset Heights," on a plat of the same recorded in Plat Book RR, at Page 85 in the RMC Office for Greenville County, having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northern side of White Drive, said iron pin being the joint front corner of Lots No. 54 and No. 55 and running thence with White Drive N. 73-44 E., 135 ft. to an iron pin at the intersection of White Drive with Vesper Circle; thence with the curve of the intersection, the arc of which is N. 28-44 E., 35.3 ft. to an iron pin on the Western edge of Vesper Circle; thence with Vesper Circle, N. 16-16 W., 125 ft. to an iron pin; thence S. 73-44 W., 160 ft. to an iron pin; thence S. 16-16 E., 150 ft. to an iron pin at the point of beginning.

THIS being the same property conveyed unto the Mortgagors by deed of Edward C. Davis and Susan O. Davis executed and recorded of even date herewith.

If any or any part of the property or an interest therein is sold or transferred by Mortgagor without Mortgagee's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this mortgage; (b) the creation of a purchase money security interest for household appliances; (c) a transfer by a devise, descent, or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Mortgagee may, at Mortgagee's option, declare all the sums secured by this mortgage to be immediately due and payable. Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, Mortgagee and the person to whom the property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to the Mortgagee and that the interest payable on the sums secured by the mortgage shall be at such rate as Mortgagee shall request. If Mortgagee has waived the option to accelerate provided in this paragraph, and if Mortgagor's successor in interest has executed a written assumption agreement accepted in writing by Mortgagee, Mortgagee shall release Mortgagor from all obligations under this mortgage and the note.

If Mortgagee exercises such option to accelerate, Mortgagee shall mail Mortgagor notice by certified mail addressed to Mortgagor at the property address or at such other address as Mortgagor may designate by notice to Mortgagee. Such notice shall provide a period of not less than thirty (30) days from the date the notice is mailed within which Mortgagor may pay the sum declared due. If Mortgagor fails to pay such sums prior to expiration of such period, Mortgagee may, without further notice or demand on Mortgagor, invoke any remedies permitted under paragraph 6 hereof.

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 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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