

amt. Financed \$10,372.14

MORTGAGE OF REAL ESTATE -

FILED

NOV 25 1980

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

GREENVILLE CO. S.C.

MORTGAGE OF REAL ESTATE

NOV 25 12 05 PM '80

TO ALL WHOM THESE PRESENTS MAY CONCERN:

JOHN E. STANKERSLEY
R.M.C.

WHEREAS, We, James Thomas Cox and Ruth Franklin Cox

(hereinafter referred to as Mortgagor) is well and truly indebted unto **Terplan, Inc. Of South Carolina**
107 E. North Street
Greenville, S.C. 29601

(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

Eighteen Thousand Three Hundred Thirty Two and 74/100----- Dollars (\$ 18,332.74) due and payable in one (1) payment of **Two Hundred Thirty Eight and 74/100 (\$238.74) dollars and Eighty Three (83) Payments of Two hundred Eighteen and no/100 (\$218.00) dollars** commencing on the 1st day of January, 1981, due and payable on the 1st day of each month thereafter until paid in full.

with interest thereon from **November 28, 1980** at the rate of **18.00** per centum per annum, to be paid: **Annually**

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 lot of land in **Greenville County, State of South Carolina, shown as lots 81 and 82 on plat of Paris-Piney Park recorded in Plat Book H. at Page 19 and 20 in the RMC Office for Greenville County and having the following metes and bounds:**

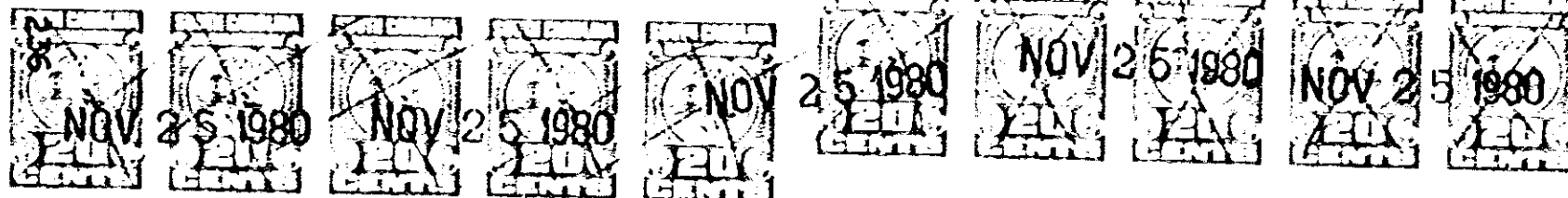
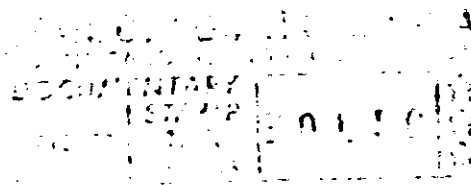
Beginning at an iron pin on the Southern Side of Orlando Avenue at corner of Lot 83; thence along line of Lot 83, S. 34-30 W. 150 feet to an iron pin at corner of said lot; thence N. 55-30 W. 100 feet to an iron pin at rear corner of Lot 80; thence along line of Lot 80, N. 34-30 E. 150 feet to an iron pin on the Southern Side of Orlando Avenue; thence along the southern side of said Avenue, S. 55-30 E. 100 feet to the beginning corner.

Being the same property conveyed to the grantor by deed recorded in Deed Book 846 at Page 638 and filed in the RMC Office for Greenville County, June 20 1968.

As part of the consideration for this conveyance, grantee assumes and agrees to pay the balance of \$6,623.51 due on the mortgage given by Bates and Cannon, Inc. to Carolina Federal Savings and Loan Association in Mortgage Book 1093 at page 591 according to the records of The RMC Office for Greenville County.

This property is also conveyed subject to easements, restrictions and rights-of-way of record affecting said property.

DERIVATION: Bud Young Jr. 4-15-69 Volume 866 at Page 48.



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.

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