

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

RECORDED
S.C.
JUN 27 PM '81
HARVLEY

1515 PAGE 981

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, JAMES HAROLD YATES and FAYE P. YATES

(hereinafter referred to as Mortgagor) is well and truly indebted unto EMMA C. WEST (a/k/a EMMA Y. YATES)

(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, EIGHT HUNDRED AND SIXTY and No/100

Dollars (\$ 4,860.00) due and payable

according to the terms of the note of even date herewith for which this mortgage stands as security.

with interest thereon from date hereof at the rate of 12% per centum per annum, to be paid: monthly by amortization

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, in Ward One of the City of Greenville, fronting on the south side of Harvley Street, and being known and designated as Lot No. 19 on a plat of the Cunningham Property, recorded in the R.M.C. Office for Greenville County in Plat Book E at Page 214, and having, according to said plat, the following metes and bounds, to-wit:

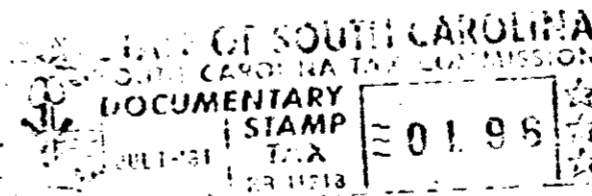
BEGINNING at an iron pin on the south side of Harvley Street at a point approximately 380 feet east of the southeast intersection of Harvley Street with Rutherford Street, corner of lot now or formerly owned by Lem Young, and running thence along the line of Harvley Street, S. 88-04 E. 50 feet to an iron pin, corner of Lot No. 18; thence S. 1-56 W. 138.6 feet to an iron pin on Bull's alley; thence along the northern side of Bull's alley, N. 87-43 W. 48.5 feet to an iron pin; thence N. 1-19 E. 138.4 feet to the beginning corner on the south side of Harvley Street.

This is the same property conveyed to the mortgagors herein by the mortgagee herein, dated June 30, 1981, and recorded simultaneously herewith.

This is a purchase money mortgage.

Mortgagee's address: 27-A Traction Street, Greenville, S.C. 29611

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01.181
205



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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