

9 West Montclair Dr. Greenville, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
CO. S. C.
SEP 9 10 09 AM '81
DONNIE S. TANKERSLEY
R.M.C.

BOOK 1552 PAGE 167

MORTGAGE OF REAL ESTATE

ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, J. Thomas Latham, Jr.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Joe B. Fulmer

(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 five thousand and no/100

Dollars (\$ 55,000.00) due and payable

according to the terms of that certain promissory note executed on even date herewith.

with interest thereon from _____ date at the rate of 14% per centum per annum, to be paid: with the principal..

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, City of Greenville and being on the Southern side of Woodvale Avenue and being known and designated as Lot 243 on a Plat of Traxler Park which is recorded in the R.M.C. Office for Greenville County in Plat Book F at Page 114 reference being had to said plat for a more complete metes and bounds description.

The above described property is the same acquired by the mortgagor by deed from Mary Lynn Wilkins Zimmerman dated May 15, 1981 and recorded in the R.M.C. Office for Greenville County on May 18, 1981 in Deed Book 1148 at Page 234..

The Mortgagor agrees not to prepay this mortgage during the initial two years following the date of execution hereof: however, after the expiration of such initial two year payment, the mortgage can be prepaid at any time without penalty.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
DOCUMENTARY
STAMP
\$ 22.00

400 8 35701801

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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