

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

FILED
S. C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

11 49 AM '82

WILKINSON

WHEREAS, David E. Griffith and Marjorie W. Griffith

(hereinafter referred to as Mortgagor) is well and truly indebted unto John W Vest

(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
Twenty Eight Thousand Dollars (\$ 28,000.00) due and payable

with interest thereon from May 1, 1982 at the rate of ten (10) per centum per annum, to be paid: as set forth in 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, being shown and designated as Lot No. 13 on a plat entitled "Green Lake Acres" prepared by H. C. Clarkson, Jr., dated July 15, 1965, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book JJJ, Page 115, reference to which is craved for a metes and bounds description thereof, less a strip of land, 25 feet in width, paralleling the southeastern boundry of Lot No. 13 which Robert E. Dye and Ellen Cassels Dye conveyed to Inez S. Bolden by a deed which was recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 852, Page 241.

DERIVATION: This being the same property conveyed to Mortgagor by deed of Mortgagee as recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1160, Page 501, on January 2, 1982.

Mortgagee agrees to release from this mortgage the above described real estate, or portions thereof, upon request of Mortgagor, based on payment of the greater of the following:

- (1) Seven Thousand Dollars (\$7,000.00) per acre; or
- (2) Two Hundred Dollars (\$200.00) per front foot of property released on Pruitt Drive.

All amounts paid and credited toward principal shall apply toward the release of property and any prepayments on principal to secure release of property shall be credited toward the principal portion of ensuing mortgage payments.

400 0 15471801

RECORDED
11 20 82

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.

0092

4328 RV-2