

7586 CAROLINA WAY
BIRMINGHAM AL. 35243

MORTGAGE - INDIVIDUAL FORM

Purchase Money Mortgage

STATE OF SOUTH CAROLINA }
COUNTY OF Greenville } S.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Gary Lee Matesig and Lilli D. Matesig
PH '82
RSLEY

(hereinafter referred to as Mortgagor) is well and truly indebted unto Joseph B. Upchurch and Judith C. Upchurch

(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

Sixty Seven Thousand Five Hundred and no/100 ----- Dollars (\$ 67,500.00) due and payable
Reference is hereby made to note of even date which is incorporated
herein by reference.
with interest thereon from date at the rate of 13 per centum per annum, to be paid:

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 in the County of Greenville, State of South Carolina, known and designated as Lot No. 164 on Plat of Country Estates, Section I, recorded in Plat Book 5R at Page 71 of the RMC Office for Greenville County and, according to said plat, having the following metes and bounds, to wit:

BEGINNING at an iron pin on the Western side of Carolina Way, joint corner of Lot Nos. 164 and 165 and running with line of Lot No. 165, S. 84-13 W. 372.2 feet to an iron pin, thence S. 22-15 W. 170 feet to an iron pin; thence with the line of Lot No. 163 W. 87-09 E. 336 feet to an iron pin on the Western side of Carolina Way; thence with the Western side of said Carolina Way, N. 3-09 W. 107.25 ft. and N. 12-53 W. 107.05 ft. to the point of beginning.

THIS being the same property conveyed to the mortgagors by deed of Joseph B. Upchurch and Judith C. Upchurch of even date to be recorded herewith.

This loan may be assumed upon income qualification and credit report approved by the mortgagee. If this loan is approved by the mortgagee the interest rate shall be equal to the prevailing prime rate of Citibank of New York less 1%. In no case, however, shall the interest rate change be greater than 15% or less than 13%.

Borrower shall pay to the Note holder a late charge of Five (5%) percent of any monthly installment not received by the Note holder within Fifteen (15) days after the installment is due.

RECORDED
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SOUTH CAROLINA

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

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