

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S.C. MORTGAGE OF REAL ESTATE

BOOK 1580 PAGE 270

SEP 13 3 31 PM '82 FROM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY
R.M.C.

WHEREAS, I, John M. Gathings

(hereinafter referred to as Mortgagor) is well and truly indebted unto
Barbara S. Gathings

(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 Thirty-Four Thousand and No/100-----

----- Dollars (\$ 34,000.00) due and payable
in ten (10) equal annual installments of Three Thousand Four Hundred (\$3,400.00) Dollars each, commencing January 1, 1983, and continuing on the 1st day of January each and every year thereafter until paid in full,

with interest thereon from date at the rate of 13 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, being known and designated as Lot No. 205, PEBBLE CREEK, PHASE I, as shown on plat prepared by Enwright Associates, Engineers, dated October, 1973, and recorded in the RMC Office for Greenville County, S.C., in Page Book 5-D, at Page 4, and having such metes and bounds as shown thereon.

This mortgage is junior and inferior to a certain mortgage in favor of First Federal Savings And Loan Association, which mortgage is recorded in the RMC Office for Greenville County, S.C. on June 10, 1976, in R.E.M. Book 1369, at Page 920, and has an approximate principal balance of \$66,000.00.

This is the same property described in deed recorded in Deeds Volume 1137, page 844. *September 13, 1982 - Barbara S. Gathings*

STATE OF SOUTH CAROLINA
RECORDS AND CLERK
DOCUMENTARY STAMP
SEP 13 1982
\$ 13.50

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.

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