

GREENVILLE CO. S. C.

BOOK 1177 PAGE 177

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

JAN 4 1 06 PM '71

OLLIE FARNSWORTH
R. M. C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, DEVINE INVESTMENT CO., (A Partnership)

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

HUGH R. CHAPMAN

(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

Dollars (\$ 33,500.00) due and payable

THIRTY-THREE THOUSAND, FIVE HUNDRED AND 00/100---

in equal monthly installments of \$250.00 per month, and in addition thereto, the following principal payments: On July 1, 1971, a payment of \$1,000.00; on July 1, 1972, a payment of \$2,000.00; on July 1, 1973, a payment of \$3,000.00; and on July 1 of each year thereafter, a payment of \$3,000.00 until said loan is paid in full,

with interest thereon from date at the rate of eight 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, on the northern side of Buncombe Street,

in the City of Greenville, in the County of Greenville, in the State of South Carolina; known as No. 426 Buncombe Street; and being shown and delineated as Lot No. 4, Block 2, page 14, of the City Block Book; being bounded as follows: on the North by College Street, on the East by lots now or formerly owned by W. E. Wright, on the South by Buncombe Street, and on the West by lot now or formerly owned by Mrs. E. W. Carpenter; and having the following metes and bounds, to-wit: BEGINNING at an iron pin, corner of the Carpenter lot, and running thence with College Street S. 70 E. 37 feet 5 inches to an iron pin, corner of the Wright lot; thence with the line of said lot S. 56 W. 120 feet 5 inches to an iron pin on Buncombe Street; thence with the Northern side of Buncombe Street N. 34-30 W. 52 feet to an iron pin, corner of the Carpenter lot; thence with the line of said lot in a straight line 117 feet 5 inches to the BEGINNING corner.

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.