

MORTGAGE OF REAL ESTATE
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
PURCHASE MONEY MORTGAGE OF REAL ESTATE

BOOK 1267 PAGE 649

REGULATIONS
COMPLIED WITH

FILED
GREENVILLE, S. C.
FEB 23 1977
EDWARDS & McPHERSON, Attorneys at Law
Greenville, S. C. - Greer, S. C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS J. E. Chambers

(hereinafter referred to as Mortgagor) is well and truly indebted unto W. Hershel Moore and Beuna G. Moore

(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 Thousand and No/100ths Dollars (\$50,000.00) as evidenced by the mortgagor's note of even date, bearing interest as stated in said note, and payable as therein stated or as modified by mutual agreement, in writing, the final maturity of which is 15 years after the date hereof, unless extended by mutual consent, the terms of said note and any agreement modifying it are incorporated herein by reference, and

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 piece, parcel or lots of land situate, lying and being in Gantt Township, County of Greenville, State of South Carolina being known and designated as Lots Nos. 1, 2, 3, 4, 7, 8, 9, 12, 13, 14, 15, 16, 17, 18, 19 and 20 as shown on a plat entitled Property of W. H. Moore dated December, 1955 revised April, 1956, and recorded in Plat Book KK at Page 47, reference is hereby craved to said plat for a metes and bounds description thereof.

ALSO: All that certain piece, parcel or lot of land situate, lying and being in Gantt Township, County of Greenville, State of South Carolina on the southern side of Hillcrest Drive and on the northern side of the right of way for Interstate I-85 and having, according to a survey for J. E. Chambers dated January 23, 1973, by Carolina Engineering and Surveying Co., the following metes and bounds:

BEGINNING at an iron pin on the southern side of Hillcrest Drive at the joint corner of Lots Nos. 19 and 20; thence with the southern side of Hillcrest Drive N. 89-37 E. 348.9 feet to an iron pin; thence S. 46-17 E. 87.3 feet to an iron pin; thence S. 83-57 W. 315.9 feet to a concrete monument; thence S. 83-40 W. 103.6 feet to an iron pin joint corner of Lots Nos. 19 and 20; thence with the line of Lot No. 19 N. 3-37 E. 100.5 feet to the point of beginning.

ALSO: All that certain piece, parcel or lot of land situate, lying and being in Gantt Township, County of Greenville, State of South Carolina on the southern side of Hillcrest Drive and on the northern side of the right of way for Interstate I-85 and having, according to a survey for J. E. Chambers dated January 23, 1973, by Carolina Engineering and Surveying Co., the following metes and bounds:

BEGINNING at an iron pin at a concrete monument on the northern side of the right of way for Interstate I-85 running thence N. 6-05 E. 153.3 feet to an iron pin; thence S. 87-58 E. 29.6 feet to an iron pin joint corner of property herein conveyed and Lot No. 13 as shown on the above mentioned plat; thence with the line of Lot No. 13 S. 5-59 W. 139.8 feet to a concrete monument in the right of way for Interstate I-85; thence with the right of way for Interstate I-85 S. 68-28 W. 33.6 feet to the point of beginning.

ALSO: All my right, title and interest in and to the following roads: Cross Road, Berry Avenue, Hillcrest Drive and Line Road.

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.

for re-record see R E M Book 1267-99