

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLEJAN 11 3 19 PM '74 MORTGAGE OF REAL ESTATE
DONNIE S. TANKERSLEY
R.M.C. ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Larry Garper

(hereinafter referred to as Mortgagor) is well and truly indebted unto CLAUDE H HANBY, his heirs and assigns forever.

(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 thousand dollars.

Dollars (\$20,000.00) due and payable

UPON DEMAND AFTER NINETY DAYS BY WRITTEN NOTICE. AFTER DEMAND NOTICE, NOT TO EXCEED \$5,000.00, HAS BEEN RECEIVED BY MORTGAGOR THE AMOUNT OF DEMAND WILL BE DUE IN 90 DAYS. AFTER RECEIPT OF DEMAND PAYMENT THE MORTGAGEE MAY THEN MAKE ANOTHER DEMAND IN THE SAME MANNER UNTIL THE BALANCE IS PAID IN FULL. with interest thereon from JAN, 1, 1974 at the rate of .09% per centum per annum, to be paid: MONTHLY ON PRINCIPAL BALANCE DUE.

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 GREENVILLE improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of GREENVILLE, ALL THAT LOT OF LAND IN THE COUNTY OF GREENVILLE, STATE OF SOUTH CAROLINA, BEING KNOWN AS A PORTION OF LOTS 40 & 41 ON PLAT OF SOUTH CHEROKEE PARK RECORDED IN PLAT BOOK A PAGE 130 OF THE RMC OFFICE FOR GREENVILLE CO., S. C. AND HAVING ACCORDING TO A RECENT SURVEY MADE BY CAROLINA SURVEYING CO. APRIL 15, 1971 THE FOLLOWING METES AND BOUNDS, COURSES AND DISTANCES, TO-WIT:
BEGINNING AT AN IRON PIN ON THE SOUTHWEST SIDE OF CONESTEE AVE. 360' southwest FROM THE SOUTHWEST CORNER OF SALUDA STREET AND CONESTEE AVE; THENCE WITH THE NORTHWEST SIDE OF SAID CONESTEE AVE S. 27-0 W. 70' TO AN IRON PIN; THENCE THROUGH LOT # 41, N. 53-0 W. 173.75' TO AN IRON PIN ON THE SOUTHEAST SIDE OF AN ALLEY; THENCE WITH THE SOUTHEAST SIDE OF SAID ALLEY N. 27-0 E. 70, TO AN IRON PIN; THENCE THROUGH LOT # 40 S. 53-0 E. 173.25' TO AN IRON PIN ON THE NORTHWEST SIDE OF CONESTEE AVE THE POINT OF BEGINNING.



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 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.