

MORTGAGE OF REAL ESTATE - Prepared by Edwards and Wood, Attorneys
Greer, South Carolina
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE 1937 341

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Richard G. Tuck, Peggy Tuck and McElrath and Tucker, Inc.

(hereinafter referred to as Mortgagor) is well and truly indebted unto
C. E. Runion

(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

Forty thousand six hundred and no/100ths----- Dollars (\$40,600.00-) due and payable

in three (3) installments; the first and second installments being \$13,533.33 due and payable on January 1, 1976 and July 1, 1976, respectively; and the last installment of \$13,533.34 due and payable on January 1, 1977.

This note and mortgage bears no interest
~~with interest thereon from date of the note 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 THE RIGHT AND INTEREST OF THE MORTGAGOR IN AND TO THE ABOVE DESCRIBED PREMISES, TOGETHER WITH ALL THE RIGHTS AND INTERESTS THEREIN, TO HAVE AND TO HOLD TO THE MORTGAGEE, HIS HEIRS, SUCCESSORS AND ASSIGNS, FOREVER.~~

All that piece, parcel or lot of land being designated as the Property of McElrath and Tucker, Inc. in a plat recorded in Plat Book 4-0 at Page 238, prepared by Kermit T. Gould, Registered Surveyor, on November 29, 1974. Reference is hereby made to said plat for a more complete description.

ALSO: All that piece, parcel or lot of land designated as Tract No. 1 Property of Richard G. and Peggy Tuck on a plat recorded in Plat Book 4-0 at Page 236, prepared by Kermit T. Gould, Registered Surveyor, on November 16, 1974 and amended on March 29, 1975. Reference is hereby made to said plat of Tract 1 for a more complete description.

This is a purchase money mortgage.

Release provisions: This mortgage is subject to partial release by mortgagee of portion of the property herein described upon payment of each amount equal to Fifteen Hundred Dollars per acre as determined by an accurate and up to date survey, not to exceed the entire balance then due and owing.

5.16.24



Together with all and singular rights, members, herditaments, 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.

9347

4328 RV-2