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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE
DONNIE S. TANKERSLEY
R.M.C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, James E. Yockey and Melvin E. Springfield d/b/a James E. Yockey Co., a partnership under Partnership Agreement dated December 9, 1975 (hereinafter referred to as Mortgagor) is well and truly indebted unto Edward Yockey

(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 and No/100----- Dollars (\$ 20,000.00) due and payable \$250.00 per month on or before the 15th day of each month with the first payment being due July 1, 1976, first applied to interest and balance to principal until paid in full with full right to anticipate any and all payments in advance without penalty, with interest thereon from date at the rate of nine per centum per annum, to be paid: monthly

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, known and designated as Lot No. 76, on plat of Leawood Extension (formerly Paris-Piney Park), recorded in the RMC Office for Greenville County in Plat Book "M", at Page 35, said lot having a frontage of 50 feet on the southwest side of Orlando Avenue, a parallel depth of 150 feet and a rear width of 50 feet.

Being the same property conveyed to the Secretary of Housing and Urban Development by Deed of Frank P. McGowan, Jr., as Master in Equity, dated January 12, 1976, recorded in the RMC Office for Greenville County on January 12, 1976, in Book Vol. 1030, Page 55, and conveyed from Secretary of Housing and Urban Development to mortgagor herein by deed of May 3, 1976 recorded in the RMC Office for Greenville County in Deed Book 1037 at Page 309.

ALSO:

All that piece, parcel or lot of land situate, lying and being at the southeastern corner of the intersection of Elizabeth Street and Russell Street in the City of Greenville, County of Greenville, State of South Carolina and known and designated as Lot C of a subdivision known as North Hills, plat of which is recorded in the RMC Office for Greenville County in Plat Book H at Page 88; also shown as the property of Ronald G. Duncan and Carolinda M. Duncan by plat recorded in the RMC Office for Greenville County in Plat Book VVV at Page 121; said lot having such metes and bounds as shown on said latter plat.

Being the same property conveyed to the Secretary of Housing and Urban Development by Deed of Frank P. McGowan, Jr., as Master in Equity, dated January 21, 1976, recorded in the RMC Office for Greenville County on January 21, 1976, in Book Vol. 1030, Page 440, and conveyed from Secretary of Housing and Urban Development to mortgagor herein by deed of May 3, 1976, recorded in the RMC Office for Greenville County in Deed Book 1037 at Page 307.



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.

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