

MORTGAGE OF REAL ESTATE—Offices of KENDRICK, STEPHENSON & JOHNSON, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE, CO. S. C.

JUL 15 11 56 AM '76

DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

PURCHASE MONEY MORTGAGE

WHEREAS, JOE G. THOMASON AND MARGARET A. THOMASON

(hereinafter referred to as Mortgagor) is well and truly indebted unto CLAUDE S. KENNEDY, JR.

(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

Sixteen Thousand Five Hundred and No/100 ----- Dollars (\$ 16,500.00) due and payable

as set forth in note of even date

with interest thereon from August 1, 1976 at the rate of eight (8%) per centum per annum, to be paid: monthly for ten (10) years or until paid in full

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, in the City of Greenville, being known and designated as a part of Lots Nos. 37 and 39 of Section C of the Stone Land Company as shown on Plat recorded in the RMC Office for Greenville County, S. C., in Plat Book A, at pages 337-345, and being more particularly described according to Survey and Plat of R. W. Dalton, March 1957, as follows:

BEGINNING at an iron pin on the East side of Wilton Street, which iron pin is 66.66 feet South of the Southeast corner of said Street and West Croft Street, and running thence S. 83-13 E. 150 feet to a stake; thence S. 1-41 W. 66.66 feet to a stake; thence N. 83-13 W. 150 feet to an iron pin on Wilton Street; thence with said Street, N. 1-41 E. 66.66 feet to the beginning corner.

This is the same property conveyed to mortgagors herein by deed of Claude S. Kennedy, Jr. of even date herewith and recorded in Deed Book 1039, Page 600.



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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