

MORTGAGEE'S ADDRESS: c/o Leroy Cannon's Volkswagen, S. Church Street Extension, Greenville, S. C. 29605

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

FILED
GREENVILLE CO. S.C.
APR 5 3 41 PM '77
DONNIE S. TANKERSLEY
R.H.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, O. HOYT GAULT,

(hereinafter referred to as Mortgagor) is well and truly indebted unto LEROY CANNON, ALLINE CANNON AND ANN W. GARRIS,

(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

Three Thousand Six Hundred & No/100-----Dollars (\$3,600.00) due and payable (According to terms of note)

with interest thereon from date at the rate of 8% 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 3, containing 3.51 acres on Terry Road described according to a plat of property of Leroy Cannon, et. al., prepared by Charles K. Dunn and T. Craig Keith Associates, January 20, 1976, and located in Fairview Township of the above County and State and having the following metes and bounds to-wit:

BEGINNING at an iron pin in the joint front corner of Lots 3 and 4 and running thence with the line of said lots, S. 88-10 E. 518.2 feet to an iron pin; thence with the property of J. A. Adair, N. 02-16 E. 277 feet to the joint rear corner of Lots 2 and 3; thence with the joint line of said lots, N. 88-14 W. 576.8 feet to Terry County Road; thence with said Road, S. 09-44 E. 282 feet more or less to the beginning corner.

This is a portion of said property conveyed to Leroy Cannon, Alline Cannon and Ann W. Garris, by deed dated January 31, 1977 and recorded February 31, 1977 in Deed Book 1050 at page 368 in the R.M.C. Office for Greenville County, South Carolina, and conveyed to O. Hoyt Gault, by deed dated March 28, 1977, to be recorded herewith.

THIS IS A PURCHASE MONEY MORTGAGE.

The above plat is to be recorded in Plat Book _____, Page _____.

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DOCUMENTARY STAMP TAX 01.44

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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