

Mortgagee: Box 56 Route 3 Travelers Rest, S.C. 29670

BOOK 1397 PAGE 524

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE CO. S.C.

MORTGAGE OF REAL ESTATE

MAY 13 3 57 PM 1977 TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Frederick S. Maus, II

(hereinafter referred to as Mortgagor) is well and truly indebted unto JOE COLEMAN

(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 Four Thousand and No/100

Dollars (\$ 4,000.00) due and payable

in 5 annual installments of \$1,001.92 commencing June 15, 1978, with the final payment due June 15, 1982.

with interest thereon from date hereof at the rate of Seven (7%) per centum per annum, to be paid: annually

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 Bates Township, about 13 miles northwest of the City of Greenville, and being known and designated as Lot No. 5 on plat of property of D. B. Tripp, known as the Nannie Benson Place, as shown on plat thereof made by W. J. Riddle, Surveyor, August 1946, recorded in the RMC Office for Greenville County in Plat Book R, page 73, and having the following metes and bounds, according to said plat:

BEGINNING at a stake in the line of property now or formerly belonging to West, at corner of Lot No. 4, and running thence with line of Lot No. 4, N. 6-00 E. 1222 feet to stake in rear line of Lot No. 14-A; thence with rear line of Lot No. 14-A, N. 88-30 W. 300 feet to stake in line of Lot No. 6; thence with line of Lot No. 6, S. 6-00 W. 1222 feet to stake in West line; and thence with West line S. 88-30 E. 295 feet to beginning corner, containing 8.41 acres, more or less.

Drivation: Deed Book 1056, Page 556, from Joe Coleman to Frederick S. Maus II recorded May 13, 1977.

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.

4328 RV-2