

MORTGAGE OF REAL ESTATE

1408 73

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.

MORTGAGE OF REAL ESTATE

4 12 23 PM '77
LOUISE S. HANNERSLEY
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN

WHEREAS, We, Charles T. Sumpter and Carlene W. Sumpter

hereinafter referred to as Mortgagee) is well and truly indebted unto Shirley B. Ritz

hereinafter referred to as Mortgagee) as evidenced by the Mortgagee's promissory note of even date herewith the terms of which are incorporated herein by reference, in the sum of **Two Thousand & No/100**-----

----- Dollars (\$2,000.00) due and payable in equal monthly installments of \$48.83 each, all payable on the same date of each successive month commencing Sept 1, 1977, 1977, until paid in full, said payments constituting principal and interest.

with interest thereon from date hereof at the rate of 8% per centum per annum, to be paid monthly

WHEREAS, the Mortgagee may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagee's account for taxes, insurance premiums, public assessments, repairs or for any other purposes;

NOW, KNOW ALL MEN, That the Mortgagee, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagee 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 Mortgagee 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 O'Neal Township and being known and designated as Tract No. 20 on plat of O'Neal Acres, said plat being recorded in the R.M.C. Office for Greenville County in Plat Book 000 at page 19 and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the Southeastern side of Wansley Road, joint front corner of Tracts Nos. 19 and 20 and running thence with the common line of said lots S. 68-38 E. 374.5 feet to the center of a creek; thence along the center of the creek as the line, the traverse line being N. 27-13 E. 139.2 feet to a point; thence continuing with the center of the creek as the line, the traverse line being N. 2-28 E. 109.3 feet to a point; thence continuing with the center of the creek as the line, the traverse line being N. 48-52 W. 96.5 feet to a point; thence from the center of said creek N. 54-26 E. 12 feet to an iron pin; thence with the common line of Tracts Nos. 20 and 21, N. 60-30 W. 250.2 feet to an iron pin on the Southeastern side of Wansley Road; thence with said road, S. 22-36 W. 310 feet to the point of beginning.

The foregoing described property is subject to all restrictions, setback lines, zoning ordinances, utility easements and rights of way, if any, affecting said property.

This mortgage is secondary and/or junior to that executed this same date to Southern Bank and Trust Company of Greenville, South Carolina as mortgagee.

This is that same property conveyed to Mortgagees by deed of Shirley B. Ritz of this date and to be recorded herewith.

Mortgagor's Address: 42 E. Lash Estates, Taylors, S.C. 29687

Mortgagee's Address: Rt. 1, Cantrell Circle, Taylors, S.C. 29687

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 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 Mortgagee 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 Mortgagee further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagee and all persons whomsoever lawfully claiming the same or any part thereof.

4328 RV-21