

Inn Village, Fountain Inn, S.C.

MORTGAGE OF REAL ESTATE—Prepared by RILEY AND RILEY, Attorneys at Law, Greenville, S. C. BOOK 1431 PAGE 525

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.
JUN 9 3 04 PM '77
DORRIS S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Alice M. Costner and Paul Costner, Jr.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Blake P. Garrett

(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 Eighty-eight Thousand and No/100-----

----- Dollars (\$ 88,000.00) due and payable on or before one (1) year from date.

Mortgagor has right to pre-pay any or all of this indebtedness at any time without penalty. with interest thereon from _____ date at the rate of 10% per centum per annum, to be paid: at maturity

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, on the easterly side of West Avondale Drive, and being Lot No. 23 and the southerly ten (10) feet of Lot No. 22, of Block G, on plat of Northgate, recorded in the RMC Office for Greenville County, S.C. in Plat Book M, at Page 13, and also shown on plat recorded in Plat Book G, at Pages 135 and 136, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the easterly side of West Avondale Drive at joint front corner of Lots Nos. 23 and 24, and running thence with the joint lines of said Lots, S. 74-40 E. 173.9 feet to an iron pin on the westerly side of a twelve (12) foot alley; thence with the westerly side of said alley, N. 15-20 E. 110 feet to a point in the rear line of Lot No. 22; running thence in a westerly direction on a new line through Lot No. 22 to a point which is ten (10) feet north of the joint front corner of Lots Nos. 22 and 23; thence along West Avondale Drive in a southerly direction 10 feet to a point at the joint front corner of Lots Nos. 22 and 23; thence continuing with the westerly side of said Drive, S. 11-20 W. 100.2 feet to the point of beginning.

This being the same property conveyed to the mortgagors herein by deed of Carolyn C. Ruff and Georga A. Ruff, of even date, to be recorded herewith.

ALSO: All that piece, parcel or lot of land situate, lying and being in Austin Township, Greenville County, South Carolina, containing 8.66 acres, more or less, and being known and designated as Tract No. 5 on plat of property of E. M. Bishop and Rosa Lee Bishop, prepared by W. J. Riddle, August, 1948, recorded in Plat Book S, Page 127, and according to said plat, having the following metes and bounds, to-wit:

BEGINNING at an iron pin at the intersection of an unnamed road, and a county road leading from Conestee to Mauldin at the northeast corner of Tract No. 5, and running thence with said unnamed road, S. 5-10 W. 592 feet to an iron pin; thence with the curve of said road, the two chords of which are S. 44-14 W. 27 feet and S. 85-15 W. 33 feet; thence continuing with said road, N. 76-11 W. 373 feet to an iron pin; thence continuing with said road, S. 82-0 W. 188.8 feet to a point at joint rear corner of Tracts 5 and 13; thence N. 4-45 E. 692.5 feet to an iron pin on the road leading from Conestee to Mauldin; thence with said Road, S. 76-40 E. 613.7

(continued on attached page)

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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