

1213 Via Esperanza, San Dimas, California 91773

FILED
GREENVILLE CO. S. C.

BOOK 1448 PAGE 445

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

OCT 27 12 00 PM '78
DORRIS S. TANKARD
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, DAVID L. BRUIN

(hereinafter referred to as Mortgagor) is well and truly indebted unto EDITH STROUD HEARN

(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

THIRTY-THOUSAND AND NO/100-----Dollars (\$30,000.00) due and payable

IN THIRTY-SIX (36) equal monthly installments of \$220.20 commencing December 1, 1978, continuing thereafter on each consecutive month with the entire balance of principal and unpaid interest in the amount of \$29,190.00 due and payable December 1, 1981.

with interest thereon from October 27, 1978 at the rate of 8 % per centum per annum, to be paid:

AS SET OUT ABOVE.

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

ALL that piece, parcel or lot of land, situate, lying and being in the City of Greenville, Greenville Township, Greenville County, South Carolina on the west side of Bennett Street, Lot begins on the west side of said Bennett Street at a point 100 feet north from the northern edge of Russell Avenue and runs thence N. 19-30 E. 65 feet to corner; thence N. 70-30 W. 155 feet to another corner; thence S. 19-30 W. 65 feet to corner; thence S. 70-30 E. 155 feet to the beginning corner. Together with any interest the grantor may have to the use of an alley, or strip of land, lying north of described lot adjacent thereto and extending to the creek, this said strip of land being intended for the use and benefit of lots adjacent thereto. The lot in question consists of rear portions of lots #42 and #43 and a 20 foot strip off the rear of lot #41, and as shown on plat of "North Hills", recorded in Plat Book H, at Page 90, RMC Office for Greenville County, South Carolina.

Derivation: Deed Book 1090, Page 642 - Edith Stroud Hearn 10/27/78

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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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