

MORTGAGE OF REAL ESTATE -

FILED
GREENVILLE CO. S. C.
NOV 7 10 53 AM '79
DONNIE S. CAMPBELL
R.M.C.

BOOK 1487 PAGE 562

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE } MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, TERRY L. ROBERTS

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

Four Thousand and No/100----- Dollars (\$4,000.00) due and payable

Payable in equal monthly installments of \$84.99 which includes principal and interest.
First Payment to begin December 1, 1979 and continue for a period of five years.

with interest thereon from date at the rate of 10% 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, being known and designated as Lot No .4, containing 3.52 acres more or less, on Terry Road, according to a plat prepared by Dunn and Keith Associates, January 20, 1976 for Leroy Cannon, Alline Cannon and Ann Garris, and having according to said plat the following metes and bounds to-wit:

BEGINNING at a nail and cap in center of Terry Road County at the corner of J. A. Adair Property and running thence with Terry Road N. 55-53 W. 386.7 feet; thence continuing N. 42-32 W. 135 feet; thence continuing N. 25-57 W. 200 feet to the joint corner of Lots 3 and 4; thence with the joint line of said lots, S. 88-10 E. 518.2 feet to the joint rear corner of said lots at the property of J. A. Adair property; thence with J. A. Adair property, S. 02-16 W. 480 feet to the beginning corner.

This conveyance is made subject to any normal easements and rights of way and particular attention is called to the fact that the above description goes to the center of Terry Road.

This lot is restricted and cannot be recut into any more lots and is restricted to one single family dwelling, or trailer and only one septic tank or other governmental sewage disposal.

This being a portion of the same property conveyed unto Leroy Cannon, Alline Cannon and Ann Garris by deed recorded in the R.M.C. Office for Greenville County, S. C. in Deed Book 1050 at page 368 on the first day of February, 1977.

GCTC
--- LNO 7 79 006
This is a purchase money mortgage.

RECORDED IN SOUTH CAROLINA
DOCUMENTARY
NOV 7 1979
R.M.C.

4-000CI
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 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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