

407 E. North St
Greenville, S.C.

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BOOK 1495 495

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

REC'D FEB 13 2 22 PM '80
R.M.C. WILKINSON
SHERSLEY

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, G. BERT ORTIZ AND ESTRELLITA D. ORTIZ

(hereinafter referred to as Mortgagor) is well and truly indebted unto JESSE C. BELCHER, TRUSTEE FOR HARRY R. STEPHENSON, JR., ET AL, UNDER TRUST AGREEMENT DATED APRIL 20, 1974,

(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 SEVEN THOUSAND SIX HUNDRED NINETY-NINE AND

95/100THS-----Dollars (\$ 7, 699. 95....) due and payable in SIXTY MONTHLY INSTALLMENTS OF \$163.61, INCLUDING INTEREST, EACH, THE FIRST PAYMENT BEING DUE ON MARCH 12, 1980, And A LIKE INSTALLMENT ON THE 12TH DAY OF EACH MONTH THEREAFTER UNTIL PAID IN FULL,

with interest thereon from DATE at the rate of TEN (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, containing 4.82 acres, more or less, on the Northerly side of Groce Meadow Road, near the City of Greer, as shown on "Plat for G. Bert Ortiz" prepared by Webb Surveying & Mapping Co. dated January 1980, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 7V at Page 28, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at a spike in or near the center of Groce Meadow Road at the joint front corner of the property herein described and property now or formerly of Mc-Ardle and running thence with the line of said McArdle property as follows: N. 28-52 W. 460 feet to an iron pin, N. 10-45 W. 400 feet to an iron pin, and N. 56-56 E. 120.15 feet to an iron pin in the line of property now or formerly of Bull; thence with the line of said Bull property as follows: S. 35-33 E. 547 feet to an iron pin and S. 20-34 E. 309 feet to a spike in or near the center of Groce Meadow Road; thence with the center line of Groce Meadow Road S. 61-20 W. 260 feet to the point of beginning.

THIS being the same property conveyed to the Mortgagors herein by a certain deed of Jesse C. Belcher, Trustee for Harry R. Stephenson, Jr., et al, under Trust Agreement dated April 20, 1974, said deed being properly executed on or about February 11, 1980, and thereafter filed in the RMC Office for Greenville County on February 13, 1980, in Deed Book 1120 at Page 493.

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STATE OF SOUTH CAROLINA
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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.

4.0000 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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