

MORTGAGE OF REAL ESTATE -

1499 PAGE 848

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
OFFICE OF THE CLERK OF COURT  
S. C.

APR 11 1980

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, BAY BROKERAGE COMPANY, INC.

(hereinafter referred to as Mortgagor) is well and truly indebted unto **Leta BELL LEAKE CAWTHON,**

(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

**FIFTY ONE THOUSAND AND NO/100** ----- Dollars (\$51,000.00 ) due and payable

in 20 quarterly interest payments of \$1,275.00; first payment due July 1, 1980; principal balance of \$51,000. to be paid on July 1, 1985, along with the final quarterly interest payment due and payable on that date, July 1, 1985.

with interest thereon from **April 1, 1980** the rate of **10%** per centum per annum, to be paid:

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**, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin adjoining a line on Lot No. 2 of Carrol Heights sub-division, and then running S. 55-53 W., 543.6 feet to an iron pin in the northeastern edge of S.C. Highway No. 14-417; then running N. 34-29 W., 242.9 feet along the side of Highway No. 14-417, to an iron pin located on the corner of Lot. No. 1, Roland Heights sub-division, and thence running on the line of said sub-division N. 52-21 E., 723.3 feet to an iron pin located on the line of Lot No. 13, Carrol Heights sub-division; thence on the line of said Lot No. 13, S. 52-52 E., 90.2 feet to an iron pin in the rear of Lot No. 4, Carrol Heights sub-division; thence running on the line of said Lot No. 4, S. 33-30 W., 110 feet to corner of Lots No. 3 and 4, Carrol sub-division; thence S. 1-18 E., 168 feet along line of Lots No. 2 and 3; thence S. 0-14 W., 23 feet to the point of beginning.

This Mortgage is made subject to any restrictions, reservations, zoning ordinances or easements that may appear on record of plats or on the premises; and also subject to sewer right-of-way given to the Town of Simpsonville, S.C., on June 29, 1968 and recorded in the RMC Office for Greenville County in Deed Book 847, at Page 503.

This being a portion of the property conveyed to the grantor herein, through the Estate of George Leonard Leake, the Estate being filed in Apartment 1435, File 25, in the Office of the Probate Judge for Greenville County, South Carolina.

Derivation: Deed of Leta Bell Leake Cawthon recorded April 3, 1980, Deed Book 1123, page 348.

APR 30 1980

OFFICE OF THE CLERK OF COURT  
SOUTH CAROLINA  
GREENVILLE COUNTY  
APR 11 1980

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.

4328 RV-2