

MORTGAGE OF REAL ESTATE -

BOOK 1503 PAGE 975

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

S. C. MORTGAGE OF REAL ESTATE

REC'D  
JUL 19 1980  
SHERMAN

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, J. ERIC KINDBERG

(hereinafter referred to as Mortgagor) is well and truly indebted unto HELEN J. CROXTON, individually and Helen J. Croxton and Hugh B. Croxton, Jr., Co-Trustees under the will of Hugh B. Croxton

(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 TEN THOUSAND, EIGHT HUNDRED AND NO/100-----

Dollars (\$ 10,800.00-- ) due and payable

with 24 monthly payments of \$154.96 each, with interest at 12%, beginning August 2, 1980, payments applied first to interest and then to principal, with the outstanding balance due on or before July 2, 1982.

with interest thereon from date at the rate of 12% per centum per annum, to be paid: as stated 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, Greenville Township, within the corporate limits of the City of Greenville, being known and designated as Lots Nos. 16 and 17 as shown on a plat made by W.A. Hudson which is of record in the R.M.C. Office for Greenville County in Plat Book A, at Page 151, and another lot, adjacent thereto, fronting on Sullivan Street, and having, in the aggregate, according to a plat of the property of the grantees herein, prepared by J.C. Hill, L.S., February 3, 1955, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Sullivan Street, which pin is 225 feet from the northwest corner of the intersection of Sullivan Street and Trotter Street, and running thence N. 26-55 E. 210.6 feet, following an old fence for a portion of the distance, to an iron pin; thence S. 69 E. 19.3 feet to an iron pin; thence N. 11-30 E. 100 feet to a nail and cap on the southern edge of an alley; thence N. 69 W. 117 feet to an iron pin on the edge of the C. & G. Railway right-of-way; thence along the edge of said right-of-way, following the curvature thereof in a southwesterly direction, 118 feet to an iron pin; thence S. 69 E. 82.7 feet to an iron pin; thence S. 25-05 W. 206.3 feet to an iron pin on the northern side of Sullivan Street; thence along the northern side of Sullivan Street, S. 65 E. 76 feet to an iron pin, the beginning corner; together with the right to use the ten foot alley on the Southern side of the lot now or formerly owned by Joe Matta, running from Trotter Street and laid out by a former owner, F.P. Berry.

DERIVATION: Being the same property inherited from Hugh B. Croxton on March 27, 1968, is shown by records of Greenville County Probate Court, Apartment 1412, File 29.

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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 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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