

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

FILED
GREENVILLE S.C.
MORTGAGE OF REAL ESTATE

2:30 PM '80
TO ALL WHOM THESE PRESENTS MAY CONCERN:

DUNN SURVEYORS

WHEREAS, WILLIE LEROY NICHOLSON

(hereinafter referred to as Mortgagor) is well and truly indebted unto A.C.F. INC.

(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

Six Thousand One Hundred & No/100----- Dollars (\$ 6,100.00) due and payable

In monthly installments of \$129.62, which includes principal and interest and beginning August 1, 1980 and continuing monthly thereafter for a period of sixty months, until paid in full.

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, on Carr Road, containing 1.914 acres, more or less, and being known and designated as Lot No. 3, on a plat of Carr Acres, prepared by Dunn and Keith Surveyors on July 6, 1979 and being recorded in Plat Book 7-C at page 38 in the R.M.C. Office for Greenville County, South Carolina, and having according to said plat the following metes and bounds to-wit:

BEGINNING on Carr Road at the joint front corner of Lots No. 2 and 3, and running thence with the line of said lots, S. 80-31 W. 588.96 feet to the rear corner; thence with Olinger Property, N. 07-53 E. 137 feet to the joint rear corner of Lot Numbers 3 and 4; thence along the line of said lots, N. 74-40 E. 487.95 feet to the joint front corner of said lots on Carr Road; thence with Carr Road, S. 26-40 E. 151.5 feet; thence S. 36-04 E. 40 feet to the beginning corner.

This conveyance is made subject to all recorded easements, restrictions, and rights of way and particular attention is called to the two drainage easements across said property as shown on the recorded plat.

This being a portion of the same property conveyed unto A.C. F. Inc. by deed from Beatrice Hudson and Willie H. Hudson recorded on the 10th day of July, 1979 in the R.M.C. Office for Greenville County, S. C. in Deed Book 1106 at page 436. AND BY DEED FROM A.C.F. Inc. unto Willie Leroy Nicholson, recorded in Deed book 1130 at Page 306 9/1/80. This is a purchase money mortgage.

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
MORTGAGE OF REAL ESTATE
WILLIE LEROY NICHOLSON
A.C.F. INC.

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, executors 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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