

MORTGAGE OF REAL ESTATE -

FILED GREENVILLE CO. S. C.

BOOK 1521 PAGE 35

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

DEC 23 3 46 AM '80
DONNIE LANNERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, HARLEY D. SWEENEY and MARY LEE SWEENEY

(hereinafter referred to as Mortgagor) is well and truly indebted unto LEROY CANNON REALTY, 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 Three Hundred Twenty & No/100----- Dollars (\$ 6,320.00) due and payable

In monthly payments of \$134.30 to be applied toward principal and interest, for a period of five years, with the first payment beginning Dec. 1, 1980.

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, and being designated as Lot No. 1, Needle Court, containing 1.64 acres, according to a plat for Leroy Cannon dated July 8, 1980, prepared by Dunn and Keith Associates, RLS, and being recorded in Plat Book 7X at page 46, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at the joint front corner of Lots No. 1 and 2, and running thence with the joint line of said lots, N. 89-55 W. 382.63 feet; thence with the Taylor property, N. 15-19 E. 211.8 feet to an iron pin; thence N. 89-44 E. 328.35 feet; thence S. 08-39 W. 103.44 feet; thence continuing S. 07-35 E. 105.0 feet to the beginning corner.

This conveyance is subject to any normal restrictions, easements and rights of way and to any zoning ordinances and any others which appear on the property or by visible inspection, and further, to the accurateness of survey.

This being the same property conveyed unto the said Harley D. Sweeney and Mary Lee Sweeney by deed from Leroy Cannon Realty, Inc., recorded in the R.M.C. Office for Greenville County, S. C. in Deed Book 1135 at page 987 this 23 day of October, 1980.

This is a purchase money mortgage.

STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP
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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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