

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
CO. S. C.
PH '80

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, FRED M. HALEY AND AMANDA L. HALEY

(hereinafter referred to as Mortgagor) is well and truly indebted unto MARION HARRIS

(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 Thirteen Thousand Fifty-Nine and 19/100

Dollars (\$13,059.19) due and payable

in monthly installments of \$187.36 beginning on January 1, 1981 and continuing for a period of ten (10) years until paid in full on or before December 1, 1990.

with interest thereon from date hereof at the rate of 12% 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, on the southwestern side of Brookside Avenue (formerly Circle Street) being known and designated as a portion of Lot No. 1 and Lot No. 2 on a plat of Hillside Heights, recorded in the RMC Office, Greenville County, in Plat Book "G", at Page 100, and having, according to said plat and survey made by H. C. Clarkston, Jr., Surveyor, March 29, 1965, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Brookside Avenue in front line of Lot No. 2, said pin being 111 feet in a northwesterly direction from point where southwestern side of Brookside Avenue intersects with northwestern side of Converse Street and running thence through Lot No. 2, S. 55-30 W. 159 feet to an iron pin; thence N. 27-42 W. 55 feet to an iron pin in rear line of Lot No. 1; thence through Lot No. 1, N. 57-00 E. 49.6 feet to an iron pin; thence continuing through Lot No. 1, N. 45-11 E 98.75 feet to an iron pin on southwestern side of Brookside Avenue; thence along the southwestern side of Brookside Avenue, S. 44-19 E. 53 feet to the point of BEGINNING.

Being the same property conveyed to the Mortgagors herein by deed from James F. Kincannon and Marion S. Kincannon recorded of even date herewith.

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.

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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