

MORTGAGE OF REAL ESTATE--Prepared by RILEY AND RILEY, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE } 11 12 28 PM '81

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

JOHN D. GARRETT  
R.M.C.

WHEREAS, JOHNNY D. GARRETT and JOYCE A. GARRETT

(hereinafter referred to as Mortgagor) is well and truly indebted unto D. J. O'CONNOR

(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 THREE HUNDRED SIXTY-EIGHT and NO/100

-----Dollars (\$ 10,368.00) due and payable

in eighty-four (84) equal monthly installments of One Hundred Seventy-Seven and 53/100 Dollars (\$177.53) each

with interest thereon from \_\_\_\_\_ date \_\_\_\_\_ at the rate of 11% 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, being shown on plat of survey for

Johnny Garrett, prepared by Freeland & Associates, Engineers-Land Surveyors, dated April 16, 1981 and recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 3-12 at page \_\_\_\_\_. Reference to said plat being hereby craved for a more complete metes and bounds description. ALSO a twenty foot (20') easement for egress and ingress and for utility purposes from Old Hundred Road to the 8 acre tract, approximately 1029.50 feet in length as shown by the above referenced Freeland Plat, with reference to said plat being hereby craved for a more complete metes and bounds, courses and distances description.

This being the same property conveyed to the Mortgagors herein by deed of D. J. O'Connor of even date, to be recorded herewith.

RECORDED IN THE R.M.C. OFFICE  
GREENVILLE COUNTY, SOUTH CAROLINA  
ON 11 12 28 PM '81

GCFC ----- 3 M 11 81 1549

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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