

MORTGAGE OF REAL ESTATE

BOOK 1541 PAGE 718

STATE OF SOUTH CAROLINA
COUNTY OF
Greenville

FILED
SOUTH CAROLINA
1 29 PM '81
H.C. BARRERSLEY

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Betty B. Potts
Rt. #5 Mountain Creek Road, Greenville, S.C. 29609

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

R. M. Potts, 1510 Piedmont Pk Rd, Taylor, SC 29687

(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

Dollars (\$30,000.00) due and payable

on or before February 1, 1999 in the following manner. Interest only on \$30,000 @ 10% in the amount of \$250.00 each month for 72 months, then \$10,000.00 lump sum paid. Interest only on balance @ 10% in the amount of \$166.67 for 72 months, then \$10,000.00 lump sum paid. Interest only on balance @ 10% in the amount of \$83.34 for 72 months, then \$10,000.00 lump sum paid.

with interest thereon from March, 1, 1981 at the rate of 10% 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 as shown in the office of the Clerk of Court for Greenville County, South Carolina in Plat Book P-25-3-23. Beginning at iron pin in said road, corner of other lands formerly owned by Edward T. Ross, and running thence with said road N. 60-30 E. 358 feet to an pin; thence S. 27-15 E. 1198 feet to an iron pin (now or formerly on line of Q.A. Greene and Roberts); thence N.44-05 W. 1237 feet with other lands formerly owned by Edward T. Ross to the beginning corner.

For derivation of title see deed from Daisy G. Burke to Mildred W. Bagwell and Caroline W. Pitts dated July 1, 1960 in deed book 653 at page 460 of the Office of RMC for Greenville County, S.C., and deed from Mildred W. Bagwell to Carolina W. Pitts dated Dec. 16, 1974 recorded Dec. 23, 1974 in deed vol. 1012 page 167 of the Office of RMC for Greenville County, S.C.

This conveyance is made subject to any restrictions, reservations, zoning ordinances, rights of way or easements that may appear of record, on the recorded plat or on the premises.

RECORDED IN THE OFFICE OF THE CLERK OF COURT
GREENVILLE COUNTY, SOUTH CAROLINA
DOCUMENTARY
\$12.00
FEB 1 1981

400 6 13471801

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.

0718

4328 RV-2