

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

FILED
S.C.
APR 12 PM '81
ERSLEY

MORTGAGE OF REAL ESTATE

BOOK 1544 PAGE 161

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Apex Enterprises, a Partnership

(hereinafter referred to as Mortgagor) is well and truly indebted unto Beverly Joy Spillane Hunter

(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 sixteen thousand and no/100-----

-----Dollars (\$ 16,000.00) due and payable
as follows: \$100.00 to be paid on interest on June 15, 1981 and \$100.00 to be paid on interest on the 15th day of each and every month thereafter through and including April 15, 1982, with the remaining balance of principal and interest to be due on May 15, 1982, with the right to anticipate payment in full at any time without penalty, with interest thereon from this date at the rate of 13.75 per centum per annum, to be ~~paid~~ computed annually and paid monthly at the rate of \$100.00 as shown above and at maturity

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 described as follows:

All of that certain piece, parcel or lot of land in the County of Greenville, State of South Carolina, near the City of Greenville, with all of the buildings and improvements thereon and being more particularly described as Lot No. 47 in Section 1 as shown on plat entitled "Subdivision of Village Houses, F. W. Poe Mfg. Co., Greenville, S. C.", made by Dalton & Neves, Engrs., July 1950 and recorded in the R. M. C. Office for Greenville County in Plat Book Y at pages 26 through 31, inclusive. According to said plat the within described lot is also known as 31 First Avenue and fronts thereon 65 feet.

The above described property is the same property conveyed to the mortgagor herein by the mortgagee herein by her attorney in fact by deed dated this date and to be recorded herewith.

RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF THE STATE OF SOUTH CAROLINA
GREENVILLE COUNTY TAX COMMISSION
DOCUMENTARY STAMP \$ 00.40

400 e 12951801

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.

4328 RV-2