

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

RECORDED
OCT 11 AM '81
R.M.C. JAMES SLEY

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

WHEREAS, J. W. JAMES AND SARAH M. JAMES

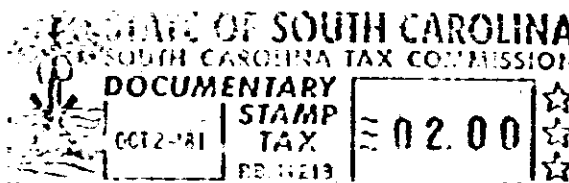
(hereinafter referred to as Mortgagor) is well and truly indebted unto KENNETH K. EMERY AND PATRICIA I. EMERY

(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 FIVE THOUSAND AND 00/100-----

Dollars (\$ 5,000.00) due and payable

pursuant to note of even date.

~~with date of the record from XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~



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 one (1) ac., & according to Plat of Norman Green, prepared by Ethan C. Allen RLS dated 8/10/74 & according to said plat, being more fully described as follows:

BEGINNING at an I.P. at joint front corner of property herein described, said I.P. being approximately 2,161 ft. in a N.E. direction from the intersection of Golden Grove Rd. & Goodwin Bridge Rd., & running thence with the common line of said property, N. 28-14 W. 209' to an IP at the joint rear corner of said lots; thence N 64-40 E 209' to an IP; thence S 28-14 E 209' to an old IP; thence S 64-40 W 209' to an IP, being point of beginning.

ALSO, ALL that piece, parcel or lot, containing one (1) ac., being near Golden Grove Rd., in Greenville County & being on record more fully described, to wit: BEGINNING at an IP near the north side of Golden Grove Rd., 1,952 ft. from intersection of Golden Grove & Goodwin Bridge Rd. & running thence N 28- 14 E 209' to an IP at the joint corner of the within described property & prop.now or formerly belonging to Frances F. Ward; thence along the common line of within described property & property of Reese, N 64-40 E 209' to an IP; thence S 28-14 E 209' to an IP; thence S 64-40 W 209' to an IP; being point of beginning.

ALSO, ALL that piece, parcel or lot of land being triangular in shape, and being shown and designated on a portion of a plat of Norman Green, Dated August 10, 1974, prepared by Ethan C. Allen, RLS, & lying and being near Golden Grove Road, in the County of Greenville, State of South Carolina, and according to said plat, more particularly, to wit:

BEGINNING at an I.P., joint front corner of property of Andrew Reese and being 1,952 feet North East of the intersection of Golden Grove Road and Goodwin Bridge Road, thence N. 64-40 E. 175 feet thence S. approximately 50 feet to the Northern edge of Golden Grove Road; thence with the Northern edge of Golden Grove Road approximately 175 feet to a point, thence North approximately 12-1/2 feet to the beginning corner.

ALSO, ALL that piece, parcel or lot of land containing two (2) acres, situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated on a Plat of Norman Green, Dated August 10, 1974, prepared by Ethan C. Allen, RLS, recorded in the RMC Office of Greenville County Courthouse in Plat Book _____, at Page _____, & being described, according to said Plat, more particularly, to wit:

BEGINNING at an iron pin at the joint front corner of the within described property and a one-acre tract now or formerly belonging to Frances K. Ward and running thence N 28-14 E 209 feet to an iron pin at the joint corner of the within described property and property now or formerly belonging to Andrew Reese; thence along the common line of the within described property and said Reese property, N. 64-40 E. 418 feet to an old iron pin; thence S. 28-14 E. 209 feet to an iron pin at the joint corner of the within described property and a one-acre tract now or formerly belonging to Norman Green; thence along the common line of the within described property and properties belonging to Green and Ward, S. 64-40 W. 418 feet to an iron pin, the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed from Kenneth K. Emery and Patricia I. Emery dated August 27, 1981, and recorded 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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