MARCHBANKS, CHAPMANOSHARTER, P.A. MORTGAGE OF REAL ESTATE -

167 2 4 44 PH 181

111 TOY STREET, GREENVILLE DEC: 29661 Mortgagee's Address: 1111 Scott Towers, 511 Augusta Street Greenville, South Carolina

STATE OF SOUTH CAROLINANI - TANKERSLEY COUNTY OF GREENVILLE

**MORTGAGE OF REAL ESTATE** 

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS. PLUMA CHUCKNOW MAHON,

(hereinafter referred to as Mortgagor) is well and truly indebted unto NELL S. SAUNDERS & MARY MOODY GRAHAM, TRUSTEES for Grace J. Hawkins Trust,

(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

Fifteen Thousand and 00/100----- Dollars (\$ 15,000.00 ) due and payable

per the terms of Note of same date.

with interest thereon from date of Note at the rate of 12%

N n per centum per annum, to be paid: per terms of Note

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 on the North side of Carroll Lane being shown as Lot No. 5 on a plat of property of Helen B. McDaniel, made by Dalton & Neves, Engineers, April, 1948, recorded in the R.M.C. Office for Greenville County, S.C. in Plat Book U, page 45, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the North side of Carroll Lane at joint front corner of Lots Nos. 6 & 5; thence along the joint line of said Lots No. 1-09 E. 262.6 feet to an iron pin; thence S. 88.47 E. 80.9 feet to an iron pin; thence along the joint line of Lots Nos. 4 and 5, S. 1-09 W. 223.5 feet to an iron pin on the North Side of Carroll Lane; thence along the North side of Carroll Lane, S. 65-40 W. 90 feet to the beginning point. Also, all the right, title and interest in and to the easement and right-of-way for a sewer line running from the rear of the above described property in a northerly direction to Watts Avenue, as more particularly described in a deed from Anne Smith and Jeannie S. Bishop, dated December 15, 1948, recorded in the R.M.C. Office for Greenville County, S.C. in Deed Book 368 at page 124.

This is the same property conveyed to Pluma Chucknow Mahon by deed of Mary Moody Graham and Nell S. Saunders, Trustees dated November 2, 1981 and recorded in the RMC Office for Greenville County in Deed Book 157 at Page <u>677</u>.

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.

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The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is Tawfully 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.