

MORTGAGE OF REAL ESTATE -

BOOK 1991 PAGE 723

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

FILED
S.C.
APR 15 4 28 PM '82

WHEREAS, ⁹⁰¹¹ ^{R.M.C.} ~~FIELDS & GLOVER~~ ^{OR} ~~AR~~ ^{RSLEY} a South Carolina General Partnership

(hereinafter referred to as Mortgagor) is well and truly indebted unto FRANK S. LEAKE, JR., JAMES L. LEAKE, JR., DOROTHY L. NODINE, JERRY LEAKE and BARBARA LEAKE MAXWELL, as their interest may appear

(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 THIRTY FOUR THOUSAND FIVE HUNDRED and no/100-----

-----Dollars (\$34,500.00---) due and payable

in two hundred sixteen (216) equal monthly installments of principal and interest in the amount of \$344.95

with interest thereon from date at the rate of ten (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:

All that piece, parcel or lot of land being known and designated as Lot No. 1 on a plat of the property of C. F. Putman, prepared by W. J. Riddle and dated June, 1924, and recorded in the R.M.C. Office for Greenville County in Plat Book F at Page 240, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at a point on the northerly side of Laurens Road, and on the northerly side of a highway right-of-way line, which point is a distance of 160 feet northwest of the intersection of Lenox Avenue and Laurens Road; and running thence N. 34-15 E., 184.5 feet to a point; thence N. 55-45 W., 80 feet to a point; thence S. 34-15 W., 184.5 feet to a point on the northern edge of the highway right-of-way line of Laurens Road, and running along said right-of-way in a northeasterly direction, 80 feet to the point of beginning.

This is part of the property inherited by the Grantors herein through the Estate of Frank S. Leake, Sr. and the Estate of James Louis Leake, Sr. and also an interest in the property was deeded to the Mortgagees herein by Deed of Barbara Leake Maxwell dated October 13, 1972 and recorded in the R.M.C. Office for Greenville County, South Carolina in Book 958 at Page 131.

STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP
\$ 10.00

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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.

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