MORTGAGEES ADDRESS:

BOH  $1532\,$  fage  $779\,$ 

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

10. S.C. MORTGAGE OF REAL ESTATE

Attorneys-at-Law P.O. Box 126 Greer, S.C. 29651

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McElrath & Tucker, Inc. WHEREAS,

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

Marion E. Lanford, Individually and as Executor and Trustee under the Will of

L. Lanford, deceased.

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's premissory note of even date herewith, the terms of which are

incorporated herein by reference, in the sum of Dollars is 34,000.00; due and payable THIRTY FOUR THOUSAND AND NO/100ths four years after date or upon sale of three adjoining tracts on Dill Avenue containing 1.874 acres, 1.889 acres and .241 acres.

with interest thereon from date at the rate of 10.00 per centum per annum, to be paid: annually beginning one year

From date
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:

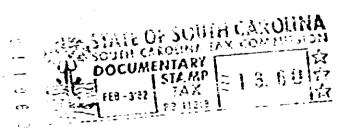
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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 as-

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and Greenville, near the City of Greer, located being in the State of South Carolina, County of at the northwesterly corner of the intersection of U. S. Highway 29 and Dill Avenue and being described as containing 1.847 acres, 1.889 acres and .241 acres on a plat entitled, "Property of McElrath & Tucker, Inc." prepared by K. T. Gould, Surveyor, dated January 8, 1982, a copy of which is to be recorded herewith. The subject lots contain a total frontage on the southwesterly side of Dill Avenue of 715.3 feet.

THIS is the identical property conveyed to the Mortgagor by deed of the mortgagee to be recorded of even date herewith.

The mortgagee does hereby agree to hereby release portions of the subject property from the lien of this mortgage upon mortgagors making an appropriate payment hereon in the proportion that the value of the property released bears to the value of the remaining property and based upon the balance due hereon at the time such release is requested.

The said M. L. Lanford died testate on July 20, 1981 as appears by reference to Apartment 1665, File 27. Under the terms of his Will the Grantor received a 1/2 interest individually and a 1/2 interest as Trustee.



Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had thereform, 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 self, 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 Mortgages forever, from and against the Mortgagor and all persons whomsoever fawfully claiming the same or any part thereof.

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