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COUNTY OF CREENVILLE

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MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Attorneys-at-Law P.O.Box126 Greer, S.C. 29651

WHEREAS, McElrath & Tucker, Inc.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Marion E. Lanford and E. R. Taylor, Sr., in separate notes of \$5,000.00 each

<u>ХИХЛИККИ ЯННИ МУЛИНИОХИХИХИХИКИХ МХОКИНОЙЕХ ЯКЯХЕЗ ХИХЯХЕХ ЯНКИНИОКИКИМЕ БИМЕТЕМ</u>

院材料保護XXXXXXXXXX due and payable

four years from date or upon sale of Lots 133 through 136 of Belmont Heights, Section 3, whichever first occurs.

with interest thereon from date at the rate of 10.00 per centum per annum, to be paid: annually beginning 1 yr

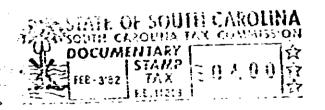
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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, near the City of Green, consisting of Lots Number 133, 134, 135 and 136 as shown on a plat of Belmont Heights Section 3, recorded on November 3, 1969 in Plat Book 4-F at Page 29 and being more particularly described as 3.90 acres, more or less, on a plat entitled, "Property of McElrath and Tucker, Inc.", prepared by K. T. Gould, Inc., Surveyors, dated January 7, 1982, a copy of which is to be recorded herewith.

THIS is the identical property conveyed to the Mortgagor by deed of the Mortgagees and also by deed of Bankers Trust of South Carolina, as Trustee under the Will of F. L. Crow, such deeds to be recorded of even date herewith.

The mortgagees hereby agree to release portions of the subject property from the lien of this mortgage upon payment of the mortgagor at the rate of \$3,000.00 per acre or proportionate part thereof.



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 attacked, 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 Mortgagoe forever, from and against the Mortgagor and all persons whomspever lawfully claiming the same or any part thereof.

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