

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

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MAR 2 1 28 PM '82  
R.M.C.

MORTGAGE OF REAL ESTATE

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TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Brenda A. Bradley and James M. Bradley

(hereinafter referred to as Mortgagor) is well and truly indebted unto Jesse L. Helms, Sr. and Louise H. Helms

(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 Five Thousand and no/100

Dollars (\$ 35,000.00 ) due and payable

in five (5) equal annual installments of \$10,194.92 each, to be applied first to interest on the unpaid balance and then to principal. Each of the said installments specified herein shall be due and payable on the anniversary date of this mortgage with the first installment due March 1, 1983. Interest to accrue from the date of this Mortgage.

with interest thereon from date at the rate of 14% per centum per annum, to be paid: Schedule "A" attached hereto and made a part hereof.

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 certain piece, parcel or lot of land in the County of Greenville, State of South Carolina, being shown on a plat by James Freeland, R.L.S. dated October 28, 1981 and prepared for Brenda A. Bradley and James M. Bradley, containing .8126 acres, and recorded in the RMC Office for Greenville County in Plat Book YW at Page 46 and according to such plat, having the following metes and bounds:

Beginning at an iron pin on the northern side of Wade Hampton Boulevard, U.S. Highway 29, at the joint front corner of the property of Jesse L. Helms, Sr. and approximately 251 feet northeast of Watson Road and running thence N. 79-30 W. 175.28 feet to an iron pin; thence N. 3-26 W. 165.0 feet to an iron pin; thence N. 88-27 E. 133.67 feet to an iron pin; thence S. 38-51 E. 179.89 feet to an iron pin on Wade Hampton Boulevard; thence S. 46-53 W. 88.01 feet to the point of the beginning.

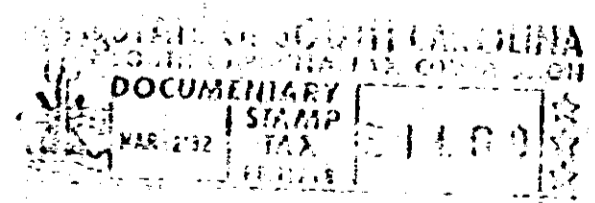
This conveyance is subject to a Sanitary Sewer Right-of-Way as shown on the recorded plat and to all easements, restrictions and rights-of-way recorded affecting the said property.

The grantors specifically reserve a 24 feet right-of-way for ingrees and egress as shown on the recorded plat and no improvements on the property shall interfere with the use of such right of way.

The within described property is made subject to the following restrictive covenants which shall be effective for 10 years from the date of deed:

- 1) All improvement(s) on the property shall face Wade Hampton Boulevard.
- 2) All outside walls of said improvement(s) to be brick.
- 3) All plans and specifications to be approved by Winegard Realty and Development Co., Inc.

This is the same property which the mortgagors herein received by general warranty deed of Jesse L. Helms, Sr. and Louise H. Helms dated the 2 day of MARCH, 1982, and recorded in the Greenville County R.M.C. Office in Deed Book 1163 at Page 234.



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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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