

12/15/82
MORTGAGE OF REAL ESTATE

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BOOK 1572 PAGE 57

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Philip D. Kinney and Gale D. Kinney

(hereinafter referred to as Mortgagor) is well and truly indebted unto
Marson G Dunaway, Jr.

(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

--- ten thousand and four hundred --- Dollars (\$10,400.00) due and payable

with interest thereon from Jan 1, 1982 at the rate of 13.6 per centum per annum, to be paid:
\$ 239.20 on Feb 1, 1982 & on 1st of each succeeding month for 60 total payments

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:

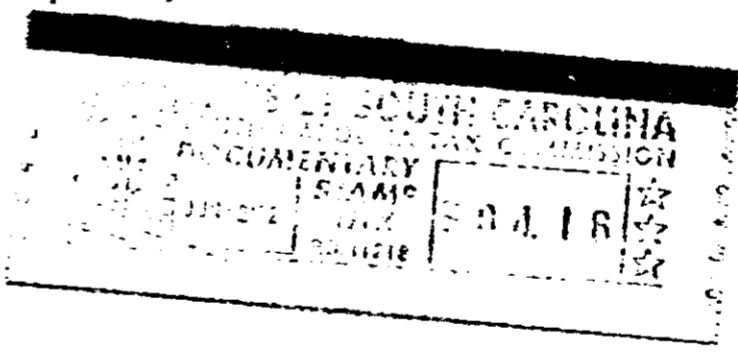
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration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

That lot lying on the eastern side of Stonecutter Lane, being shown and designated as Lot No. 37 on plat of Gray Fox Run, Sect. 1, prepared by C.O. Riddle, PLS, revised March 4, 1976, recorded in the RMC office for Greenville County, in Plat Book 5P at page 16 :

Beginning at an iron pin on the Eastern side of Stonecutter Lane at the joint front corner of Lots 36 and 37 and running thence along said Lane North 2 deg. 36 min. E 100 ft to an iron pin at the joint corner of lots 37 & 38; thence run along the common line of said lot S 87 deg. 24 min. E. 151.8 ft. to an iron pin at the joint rear corner of said lots; thence run South 2 deg. 00 min. W 100 ft. to an iron pin at the joint rear corner of lots 36 and 37; thence run along the common line of said lots N 87 deg. 24 min. W a distance of 152.8 ft. to an iron pin at the joint front corner of said lots, the point of beginning.

Derivation: Deed from Threatt-Maxwell Enterprises, Inc. recorded in Deed Book 1042 at page 743 on September 13, 1976.



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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 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 is 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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