

FILED
GREENVILLE CO. S. C.

BOOK 1579 PAGE 477

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

SEP 3 14 PM '82
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, Dennis M. and Jo Ann Riggs

(hereinafter referred to as Mortgagor) is well and truly indebted unto H. E. Freeman Construction Company, Inc.
8 Tilman Court, Greenville, S. C.

(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

NINETEEN THOUSAND AND 00/100 ----- Dollars (\$19,000.00) due and payable

on demand

with interest thereon from August 25, 1983 at the rate of eight per centum per annum, to be paid: on demand

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, being shown and designated as Lot 111 on a Plat of Powderhorn, Section 3, recorded in the R.M.C. Office for Greenville County in Plat Book 7C, Page 4, and having according to the said Plat such metes and bounds as are shown thereon;

DERIVATION: This is the same property conveyed to the mortgagors herein by deed from American Service Company of South Carolina, dated 17 July 1980, recorded 18 July 1980 in Deed Book 1129, Page 460.

THIS MORTGAGE is due upon the sale or equitable transfer of the property herein described.

RECORDED BY
STAMP
AUG 25 1983

420 51321001

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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