

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

CR. 1 ED
NOV 23 1 27 PM '82
R.M.C. HARRISLEY

MORTGAGE OF REAL ESTATE

BOOK 1586 PAGE 813

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, MARSHALL EVANS,

(hereinafter referred to as Mortgagor) is well and truly indebted unto DELIA HUFF NOE MCNEELY & JAMES D. HUFF

(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 TWENTY-NINE THOUSAND SEVEN HUNDRED AND NO/100----- Dollars (\$ 29,700.00) due and payable

\$286.61 per month for 20 years, payments applied first to interest, balance to principal, the first payment to commence on December 17, 1982 and to continue in a like sum on the 17th day of each month thereafter until paid in full.

with interest thereon from _____ date at the rate of 10% per centum per annum, to be paid: monthly

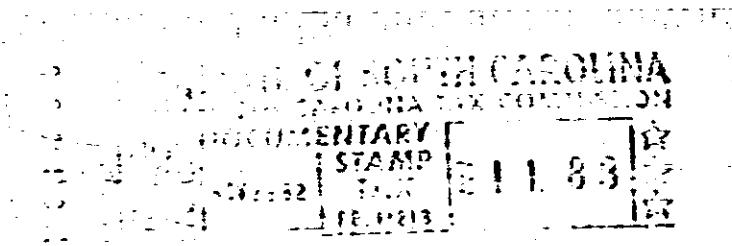
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagee's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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 a portion of Lot No. 40 as shown on plat recorded in the RMC Office for Greenville County in Plat Book XX, page 1, and having the following metes and bounds, courses and distances, to wit:

BEGINNING at iron pin on southwest corner of the intersection of Staunton Bridge Road and Daffodil Lane and running thence with the south side of Daffodil Lane S. 85-33 W. 125 feet to a point; thence S. 83-38 W. 41.3 feet to a point; thence S. 78-38 W. 67.1 feet to a point; thence continuing S. 75-33 W. 15.2 feet to iron pin, corner of Lot 25 as shown on plat of Staunton Heights recorded in Plat Book 4N, page 38; thence with the line of said lot S. 03-55 W. 163.77 feet to iron pin, corner of Lot 27; thence with line of said lot S. 62-35 E. 150 feet to iron pin; thence N. 83-34 E. 160 feet to iron pin on Staunton Bridge Road; thence N. 6-25 W. 246.3 feet to the point of beginning.

This being the same property conveyed to the Mortgagor herein by deed of the Mortgagees herein of even date herewith and recorded in the RMC Office for Greenville County simultaneously herewith.



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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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