

FILED
GREENVILLE CO. S. O.

BOOK 1593 PAGE 788

FEB 2 10 32 AM '83

DONNIE S. TANKERSLEY
R.M.C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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

WHEREAS, Joe T. Heaton

(hereinafter referred to as Mortgagor) is well and truly indebted unto Century 21-Action Realty & Investments, Inc.

(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

One Thousand Four Hundred Forty-Three and no/100 ^{5/100} Dollars (\$ 1,443.00 ^{5/100}) due and payable

in full on or before Six (6) Months from this date

~~with interest thereon to be paid~~ ~~at the rate of~~ ~~per annum to be paid~~

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, in Greenville Township, and being known and designated as Lot No. 112 on plat of City View Subdivision, which plat is of record in the R.M.C. Office for Greenville County in Plat Book A, at Page 460 and 461, reference to which is hereby made and said lot of land being more particularly described by metes and bounds according to plat prepared by Robert R. Spearman, Surveyor, dated June 3, 1982 and recorded in Plat Book 9-B, at Page 93, in the office of the R.M.C. for Greenville County, South Carolina, as follows, to-wit:

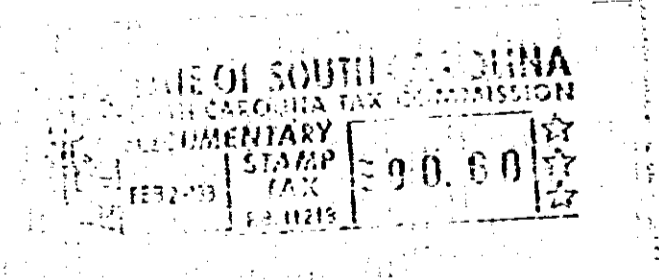
BEGINNING at a point on the East side of McDade Avenue, at the common front corner of the herein described lot and Lot 113; and running thence South 00-04 East along said East side of McDade Avenue 50.0 feet to a point at the joint corner of Lots 112 and 111; thence along the dividing line between Lots 111 and 112, South 89-50 East 148.43 feet to a point on the line of a certain 10' alley as shown on said plat; thence North 00-30 East, along the line of said alley 50.0 feet to a point, the joint corner of Lots 112 and 113; thence along the dividing line between Lots 112 and 113 North 89-50 West 148.92 feet to the point of BEGINNING.

This property is subject to any and all easements and rights of way for roads, utilities, drainage, etc. as may appear of record and/or on the premises and to any covenants, restrictions or zoning ordinances affecting such property as may appear of record.

This is the identical tract of land conveyed to Mortgagor herein named by deed of this date from David A. Sizemore and being recorded simultaneously herewith in the office of the R.M.C. for Greenville County, S.C. in Deed Book 1181, at Page 814.

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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 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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