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MORTGAGE OF REAL ESTATE-Offices of WILLIAMS & HENRY, ATTORNEYS AT LAW, GREENVILLE, S. C. FEB 101 ... S. C.

STATE OF SOUTH CAROLINADOA COUNTY OF GREENVILLE

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

WHEREAS. Charles D. Fleming and Sandra K. Fleming

(hereinafter referred to as Mortgagor) is well and truly indebted unto Addie Sutherland

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are in corporated herein by reference, in the sum of

in the following manner: Fifty and No/100 Dollars (\$50.00) shall be paid on March 15, 1983, and a like amount shall be paid on the same date in each succeeding month thereafter until the aforesaid indebtedness is paid in full. All said installment payments to be applied to the principal balance evidenced hereby, with interest payments to be made on August 15, 1983, and additional interest payments to be made semi-annually thereafter until all interest is paid in full; at the rate of seven (7) per centum per annum, to be paid: semi-annually. and interest thereon from date

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagoe 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

ALL that certain piece, parcel, or lot of land, situate, lying and being in the County of Greenville, State of South Carolina, and being known and designated as Lot 29, Riverdale Acres Subdivision, according to a plat prepared of said subdivision by C. L. Jones and Associates, July, 1955, and which said plat is recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book GG, at Page 127, and according to said plat, having the following courses and distances, to-wit:

BEGINNING at a point on the edge of Willpot Drive, joint front corner with Lot 30, and running thence with the common line with said lot, S. 87-12 E. 797.6 feet to a point on the edge of Reedy River; thence running with the center line of said river as the line, the traverse being S. 15-35 E. 22.2 feet and S. 38-31 E. 138.5 feet; thence running with the common line with Lot 28, N. 87-12 W. 896.0 feet to a point on the edge of Willpot Drive; thence running with the edge of said drive, N. 2-48 E. 125.0 feet to a point on the edge of said drive, the point of Beginning.

The within property is the identical property conveyed to Mortgagors herein by deed of Addie Sutherland of even date herewith, and which said deed is being simultaneously recorded with the recording of the within instrument.

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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