

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
SEP 23 10 33 AM '83
DONNIE R. HILL

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN

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WHEREAS, Leroy R. Gordon and Evie M. Gordon

(hereinafter referred to as Mortgagor) is well and truly indebted unto L. A. Mullinax and Ruth G. Mullinax

(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 Nine Thousand and no/100 -----
----- Dollars (\$ 9,000.00) due and payable

September 1st, 1993

with interest thereon from _____ at the rate of 8% 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 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, on the northwestern side of Old U. S. Highway 25 and containing 1.43 acres as shown on a plat of survey prepared by Lindsey and Associates, dated August 24, 1983, and recorded in the RMC Office for Greenville County in Plat Book 9-X, at Page 84, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a nail and cap in the center of Old U. S. Highway 25 and running thence S. 48-30 W. 202.93 feet to a nail and cap; thence N. 40-07 W. 118.35 feet through a new iron pin at 6 feet from the center of creek and to a point in the center of the creek; thence with the creek as the line approximately N. 3-09 W. 85.41 feet to an iron pin; thence N. 14-56 E. 42.53 feet to a point; thence N. 17-41 W. 110.99 feet to a new iron pin; thence N. 51-53 E. 162.87 feet to a new iron pin; thence S. 23-50 E. 315.59 feet to a nail and cap in the center of Old Highway 25; thence along the center of said highway S. 48-30 W. 202.93 feet to a nail and cap at the point of beginning.

THIS conveyance is made subject to all easements, restrictions, rights-of-way, or other matters which may appear by examination of the public record or the premises herein.

THIS being the same property conveyed to the Mortgagors herein by deed of L. A. Mullinax and Ruth G. Mullinax, recorded in the RMC Office for Greenville County in Deed Book 1196, Page 987, on September 23, 1983.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
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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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