

Richardson County
Village Hill
City 29615
MORTGAGE OF REAL ESTATE -
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

300 1027 100253

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

FILED
SEP 23 4 25 PM '83
DUNNIE
R.M.C.

WHEREAS, JAMES LEARY BUILDERS, INC.

(hereinafter referred to as Mortgagor) is well and truly indebted unto SUMMERPLACE LIMITED PARTNERSHIP

(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 TEN THOUSAND NINE HUNDRED AND No/100

Dollars (\$ 10,900.00) due and payable as follows: entire balance to be paid from first construction draw or 50% from first draw and 50% from second draw. Said sum to bear no interest.

with interest thereon from ----- at the rate of ----- per centum 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, known and designated as Lot No. 21 on plat of SUMMERPLACE, recorded in the RMC Office for Greenville County in Plat Book 9-F, Page 49 and having such metes and bounds as shown thereof.

Being the same property conveyed to the mortgagor herein by deed of Summerplace Limited Partnership, to be recorded of even date herewith.

RECORDED IN THE RMC OFFICE FOR GREENVILLE COUNTY, SOUTH CAROLINA
PLAT BOOK 9-F, PAGE 49
RECORDED SEP 23 1983
R.M.C.

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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.

RECORDED
IN
PLAT BOOK
9-F
PAGE 49

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