

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE FILED

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEP 27 9 13 PM '80

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WHEREAS, JAMES W. GARRETT and BRENDA A. GARRETT

(hereinafter referred to as Mortgagor) is well and truly indebted unto JAMES M. CONWAY, IV., and DONNA L. CONWAY, whose address is 1001 Sunbright Lane, West Columbia, SC, 29169

(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 SIX HUNDRED AND NO/100----- Dollars (\$ 1,600.00) due and payable as per the terms of said note,

with interest thereon from date at the rate of Eight per centum per annum, to be paid: as per the terms of said note.

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, at the northeastern corner of the intersection of Club Road and Sunshine Avenue, being shown and designated as the front portion of Lot No. 50 on plat of Sans Souci Highlands recorded in the RMC Office for Greenville County, S.C., in Plat Book G at Page 126, and on a more recent plat of Property of James M. Conway, IV, and Donna L. Conway prepared by Freeland & Associates, dated February 28, 1980, recorded in the RMC Office for Greenville County, S.C., in Plat Book 7-V at Page 91, reference to which plat is hereby craved for the metes and bounds thereof.

This being the same property conveyed to the mortgagors herein by deed of the mortgagees, to be executed and recorded of even date herewith.

RECEIVED BY THE COUNTY CLERK OF GREENVILLE COUNTY, SOUTH CAROLINA
ON SEP 27 1980
STAMP TAX \$ 00.84

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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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