

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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R.M.C.

MORTGAGE OF REAL ESTATE

VOL 1638 p. 867

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, TONEY B.F. EVETT and MELISSA EVETT

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

DOYLE RASH AND ERMA RASH

(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

TWELVE THOUSAND AND NO/100 -----Dollars (\$ 12,000.00) due and payable

in fifty-nine (59) equal monthly payments of principal and interest commencing at the rate of Twelve (12%) per cent per annum in the amount of \$172.17, the first payment being due and payable on February 1, 1984. On the fifth anniversary date of the within note, all outstanding and accrued principal and interest shall immediately be due and payable.

with interest thereon from 2/1/84 at the rate of Twelve (12%) 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 Mortgagee 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, containin 20.0 acres, more or less, as shown on plat entitled, "Survey For Toney B. F. Evett", dated December 2, 1983, prepared by Carolina Surveying Co., recorded in the Greenville County R.M.C. Office in Plat Book _____, at Page _____, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a nail and cap in the center of Terry Road, at the joint front corner of the within tract and other property of the Grantors herein, at a point which a creek crosses said road and running thence, with the center line of the creek, which is the property line, the following traverses and distances: N. 0-50 W. 98.1 feet, N. 17-52 E. 91.5 feet, N. 22-47 W. 40.3 feet, N. 4-12 W. 92.2 feet, N. 30-33 E. 82.8 feet, N. 25-05 W. 126.5 feet and N. 1-34 E. 69.5 feet, thence, along a new line through property of the Grantors, N.22-44 E. 1,506.1 feet to an iron pin in the line of the property now or formerly of Jack H. Mitchell, III, et al; thence N. 72-27 E. 210 feet to an old iron pin and stone in the line of the property now or formerly of James Ruffner; thence S. 2-41 W. 714.2 feet to an old iron pin and stone in the line of property of the West Virginia Pulp & Paper Co.; thence S. 6-12 W. 435.0 feet to an iron pin; thence, along a new line through property of the Grantor, S. 81-13 W. 237.2 feet to an iron pin; thence S. 5-31 W. 1,404.9 feet to a point in the center of Terry Road; thence, along the center line of Terry Road, N.13-33 W. 77.6 feet to a nail and cap; thence N. 25-32 W. 246.6 feet to a nail and cap; thence N. 36-03 W. 251.8 feet to a nail and cap and N. 43-50 W. 78.6 feet to a nail and cap in the center of Terry Road at the point at which a creek crosses said road, the point and place of beginning.

This is a portion of the property conveyed to the Mortgagors by deed of Mortgagees as recorded in the R.M.C. Office for Greenville County in Deed Bok 1002, at Page 15 on December 7, 1983.

RECORDED IN THE R.M.C. OFFICE FOR GREENVILLE COUNTY IN DEED BOOK 1002, AT PAGE 15 ON DECEMBER 7, 1983.

Together with all and singular rights, incidents, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may accrue 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 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 Mortgagee covenants that it is lawfully seized of the premises hereinafore 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 Mortgagee further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagee and all persons who may lawfully claim the same or any part thereof.

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