

FILED
GREENVILLE CO. S. C.

VOL 1539 PAGE 803

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

RECORDED
11 5 83
R.M.C. ASLEY

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

WHEREAS, WE, TIMOTHY D. COURSEY AND CARMEN R. COURSEY

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

JAMES PHIL KAY

(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

**IN ACCORDANCE WITH THE TERMS OF THE NOTE OF EVEN DATE
HEREWITH FOR WHICH THIS MORTGAGE STANDS AS SECURITY**

with interest thereon from **DATE** at the rate of **11%** per centum per annum, to be paid: **according to 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, on the northwesterly side of Carson Street, near the city of Greenville, being designated on a plat entitled "property of H. O. Moody, Jr.", prepared by C. O. Riddle, dated April 9, 1971, recorded in the RMC Office for Greenville County in Plat Book SSS at Page 407, and having, according to a more recent survey prepared by Freeland and Associates, dated June 16, 1977, entitled "Property of James Phil Kay", the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwesterly side of Cason Street, said pin being the joint corner of property of the grantor and property now or formerly belonging to Piedmont Park Methodist Church and running thence with the common line of said lots, N.

This is the same property conveyed to the grantors herein by deed of James Phil Kay, dated Dec. 7, 1983 and to be recorded herewith.

*1102 Piedmont Park
Dayton, S.C.
29687*

9270
--- 1 DE 13 83 1017

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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.

4.0007

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 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 Mortgagee 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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