

MORTGAGE OF REAL ESTATE -

LOAN PROCEEDS: \$85,000.00

STATE OF SOUTH CAROLINA }
COUNTY OF Greenville }

FILED S.C. MORTGAGE OF REAL ESTATE
GREENVILLE
MAR 27 3 30 PM 1984
DONNIE W. LAWLER
R.M.C.

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WHEREAS, Lawler-Shoemaker Resources, a Patnership.

(hereinafter referred to as Mortgagor) is well and truly indebted unto AMERICAN FEDERAL BANK, F.S.B.

(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 Eighty Eight Thousand Seventy Two and 81/100-----
----- Dollars (\$ 88,072.81) due and payable

91 days from date (June 25, 1984) with interest and principal due at maturity;

with interest thereon from date at the rate of 14.5% per centum per annum, to be paid: together with principal.

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 being known and designated as containing 15.62

acres as shown on plat by Arbor Engineering, dated March 21, 1984, entitled "Property Survey for Lawler and Shoemaker" recorded in the RMC Office for Greenville County in Plat Book 10-I, Page 72, and having according to said survey, the following metes and bounds, to-wit:

BEGINNING at a railroad spike in Tanner Road, said railroad spike 480 feet, more or less, south of the intersection of Riddle Road and running thence along the line of the within described property and property now or formerly of Monteith, M.D. and property of Saddle Horse Farms Subdivision, S 74-08 W for a total distance of 1315.10 feet to an iron pin; thence turning and running along property, now or formerly, of A.D. Tanner, N 10-53 W 259.40 feet to an old stone; thence turning and running stoll along property of Tanner, N 51-30 E for a total distance of 1387.44 feet to a nail and cap in Tanner Road; thence turning and running S 16-44 E 792.36 feet to a railroad spike, the point of beginning.

Being the same property conveyed to the mortgagors herein by deed of C. Eugene Chandler (also known as C. E. Chandler), to be recorded of even date herewith.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
MARCH 27 1984
TAX
FEB 11 1988
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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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