

VOL 1378 527

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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

WHEREAS, JOHN W. MATTHEWS, JR.

(hereinafter referred to as Mortgagor) is well and truly indebted unto J. W. MATTHEWS

(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 Hundred Fifty Thousand and no/100-----

Dollars (\$150,000.00) due and payable

in equal consecutive monthly installments of One Thousand Six Hundred Eleven & 92/100 (\$1,611.92) Dollars consisting of principal and interest amortized over a term of fifteen (15) years, beginning September 1, 1984 and continuing on the first day thereafter, with final payment, if not sooner paid, to be due August 1, 1999.

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with interest thereon from even date at the rate of 10.00 per centum per annum, to be paid: in accordance with 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

ALL that piece, parcel of lot of land situate, lying and being on the Northwestern side of East Lee Road, near the City of Greenville, in the County of Greenville, State of South Carolina, and known and designated as a major portion of Lot No. 7 of Property of C. S. Willingham by plat recorded in the RMC Office for Greenville County in Plat Book T at Page 329; also shown as a major portion of Lot No. 1 on a plat of Property of Carmella T. Willingham recorded in the RMC Office for Greenville County in Plat Book AA at Page 55, and has, according to said plats, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northwestern side of East Lee Road, which point is 82.75 feet Southwest of the intersection of East Lee Road and Vance Street, and running thence with the Northwestern side of East Lee Road S. 72-52 W. 102.75 feet to an iron pin at the corner of property heretofore conveyed by the Grantor herein to James V. Glover, Jr.; running thence with the Glover line N. 33-57 W. 157.9 feet to an iron pin; running thence N. 42-52 E. 60.28 feet to an iron pin; running thence S. 45-22 E. 205.2 feet to an iron pin, point of beginning.

ALSO:

ALL that piece, parcel of lot of land situate, lying and being at the Northwestern corner of the intersection of East Lee Road and Vance Street, near the City of Greenville, in the County of Greenville, State of South Carolina, and known and designated as a major portion of Lot No. 6 of a Subdivision of Property of C. Spencer Willingham and others, which plat is recorded in the RMC Office for Greenville County in Plat Book T at Page 329, and, according to said plat, has the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northwestern corner of the intersection of Vance Street with East Lee Road, and running thence with the Northwestern side of East Lee Road S. 72-52 W. 82.75 feet to an iron pin at the joint corner of Lot No. 7; running thence along a new line through Lot No. 6 N. 45-22 W. 205.2 feet to an iron pin in the line of Lot No. 5 of said plat; running thence N. 42-52 E. 64.28 feet to an iron pin on Vance Street; running thence with Vance Street S. 47-08 E. 246.8 feet to an iron pin, point of beginning.

This is the same property conveyed to the mortgagor herein by deed of the Mortgagee herein.

This mortgage is subject to that certain mortgage over a portion of the above described property given by J. W. Matthews in favor of Carmella T. Willingham recorded in the RMC Office for Greenville County in Plat Book AA at Page 55 (COPY CLERKED BY SERVICE) 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.

RECORDED

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