

32 Burty Road, Greenville, SC 29605
MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE

VOL 1685 PAGE 724

TO ALL WHOM THESE PRESENTS MAY CONCERN:

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DONNIE
R.M.C. WISLEY

WHEREAS, John H. Lawless

(hereinafter referred to as Mortgagor) is well and truly indebted unto James D. Ernest and Nellenne L. Ernest

(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 Fourteen Thousand

Dollars (\$ 14,000.00) due and payable

with interest thereon from even date at the rate of per note per centum per annum, to be paid: as per note

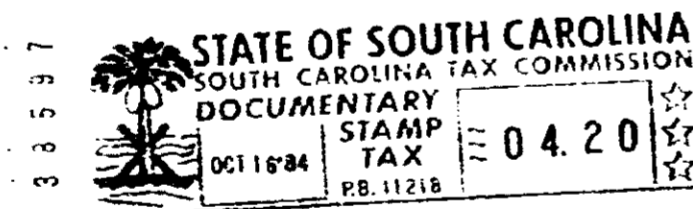
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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, being known and designated as Lot 45 on plat of Wynette Estates of Pickell and Pickell, Engrs., dated July 24, 1953, and recorded in the RMC office for Greenville County, South Carolina in Plat Book EE, Page 37 and having according to said plat, the following metes and bounds:

BEGINNING at an iron pin on Wyoming Avenue joint front corner of Lots 44 and 45 and running thence along the line of said lots S 89-04 E 180 feet to an iron pin, rear corner of Lots 62 and 63; thence running with rear line of Lot 62, N 5-46 E 80 feet to an iron pin, rear corner of Lot 46; thence running with line of said lot N 89-04 W 180 feet to an iron pin on Wyoming Avenue; running thence with said Avenue S 5-46 W 80 feet to an iron pin at the point of beginning.

DERIVATION: This being the same property conveyed to Mortgagor herein by deed of Mortgagee as recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1221, Page 161, on October 16, 1984.



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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