

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

VOL 1693 PAGE 121

FILED  
GREENVILLE CO. S.C.

DEC 6 10 36 AM '84

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Richard ~~W. Sturgeon~~ <sup>W. Sturgeley</sup> and Connie Lee Sturgeon

(hereinafter referred to as Mortgagor) is well and truly indebted unto Ells Ray Hammett and Beatrice Virginia Hammett

(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 Seven Thousand and no/100-----  
Dollars (\$ 7,000.00 ) due and payable

December 1, 1989

with interest thereon from 12-5-84 at the rate of 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 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,

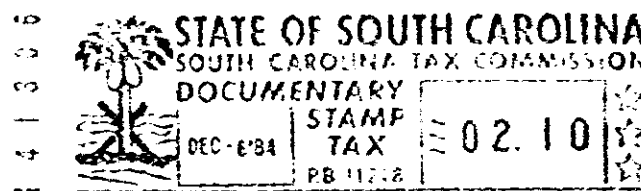
ALL that certain parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, Glassy Mountain Township, near Tigerville, on the north side of Tugaloo Road, being shown as containing 2 acres, more or less, on a plat of property prepared for Ells Ray Hammett and Beatrice Virginia Hammett by W. R. Williams, Jr., Surveyor, dated October 23, 1978, recorded in Plat Book 6-W, Page 77, and according to said plat, having the following metes and bounds:

BEGINNING at a point in center of Tugaloo Road, said point being approximately 1500 feet east of the intersection of Tugaloo Road with Dill Road, and running thence N. 2-00 W. 33 feet to an iron pin on the northern edge of said Road; thence continuing with the same course a total distance of 299.6 feet to an iron pin; thence N. 86-10 E. 290 feet to an iron pin; thence S. 2-00 E. 300 feet to a nail and cap in center of Tugaloo Road, iron pin back on line at 33 feet; thence with the center of Tugaloo Road S. 85-30 W. 145 feet to a bend; thence S. 87-02 W. 145 feet to the point of beginning.

THIS conveyance is subject to all easements, restrictions, rights-of-way, roadways, or other matters which may appear by examination of the public record or the premises herein.

THIS IS the same property conveyed to the Mortgagors herein by deed of Ells Ray Hammett, et al., recorded in the RMC Office for Greenville County in Deed Book 1228, Page 16 on December 6, 1984.

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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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