

STATE OF SOUTH CAROLINA }
COUNTY OF Greenville }
GREENVILLE CO. S.C.

MORTGAGE OF REAL ESTATE VOL 1696 PAGE 311

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DEC 28 4 13 PM '84

WHEREAS ~~DONNIE S. LAHERSLOP~~ JOHNNY M. FLYNN
R.M.C.
(hereinafter referred to as Mortgagor) is well and truly indebted unto

MADELYN C. FLYNN

(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

Fifty-seven Thousand and no/100 ----- Dollars (\$57,000.00) due and payable

in full on 28 December 1989; interest at the rate of ten (10%) percent

shall accrue and be paid in full at maturity

with interest thereon from _____ at the rate of _____ per centum per annum, to be paid:

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 Northern side of West Stone Avenue, and more particularly described as follows:

BEGINNING at an iron pin on the Northern side of West Stone Avenue, thence with said Avenue, N. 84-30 W., 65.5 feet to an iron pin; thence N. 5-30 E., 200 feet to a point; thence with the rear line of Lots 2 and 3, S. 84-30 E., 65.5 feet to a stake; thence S. 5-30 W. 200 feet to an iron pin, the point of Beginning.

The beginning corner of the parcel described above is 131 feet West of the northwestern corner of Stone Avenue and Townes Street.

The above described property is shown on a plat prepared for Johnny M. Flynn by Charles F. Webb, Surveyor, dated 22 December 1984, and recorded in the RMC Office for Greenville County, South Carolina in Plat Book 11-D, at Page 77.

A portion of the front of this lot has been taken for the widening of West Stone Avenue, and this conveyance is subject to all rights-of-way, restrictions, zoning ordinances and easements of record or on the ground affecting subject property.

This is the same property conveyed to John M. Flynn by deed of H. Ray Davis and Bill B. Bozeman dated 10 October 1973, recorded in the RMC Office for Greenville County, South Carolina on 15 October 1973 in Deed Book 986, at Page 88. John M. Flynn died testate on 16 May 1981, devising and bequeathing all of his property, real and personal, to his spouse and the within Grantor, Madelyn C. Flynn; reference is hereby made to the records of the Probate Court of Greenville County, South Carolina, Apartment 1656, File 5.

The within mortgage is junior in lien to a mortgage given to Southern Bank & Trust Company by John M. Flynn in the original principal amount of \$100,000, which mortgage is dated 1 April 1976 and is recorded in Mortgage Book 1363 at Page 817 (and which mortgage has been extended and modified, the last such modification and extension being recorded in Mortgage Book 1658, at page 807), all in the Greenville County records.

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.

GREENVILLE OFFICE SUPPLY CO. INC.

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