

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
GREENVILLE CO. S. C.  
2 3 56 PM '79  
JOHN S. TANNERLEY  
R.M.C.

MORTGAGE OF REAL ESTATE

ALL WHOM THESE PRESENTS MAY CONCERN

WHEREAS, HAROLD J. LOWERY and JANICE M. LOWERY

hereinafter referred to as Mortgagor) is well and truly indebted unto LEROY CANNON REALTY, INC.

hereinafter referred to as Mortgagee) as evidenced by the Mortgagee's promissory note of even date herewith the terms of which are incorporated herein by reference, in the sum of

Five Thousand Seven Hundred Seventy-Five & No/100----- Dollars (\$ 5,775.00 ) due and payable in monthly installments of principal and interest the sum of \$119.90, beginning ~~February~~ <sup>March</sup> 15, 1979, for a period of five years. Free anticipation privileges.

with interest thereon from date at the rate of 9% per centum per annum, to be paid Monthly

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

NOW, KNOW ALL MEN, That the Mortgagee, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagee 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 Mortgagee 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, his successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, is hereafter constituted the tract, situate, lying and being in the State of South Carolina, County of Greenville, containing 3.11 acres, Tract #3, being on the southern side of South Carolina Highway Number 541, according to a plat by Charles K. Dunn and T. C. Keith Associates, Surveyors, recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 6-H at page 76, and having the following metes and bounds to-wit:

BEGINNING at the joint front corner of Tracts #2 and #3, running thence with the joint line S. 34-58 W. 415.82 feet to the rear line of Lot 5, thence with the line, N. 85-03 W. 402.43 feet; thence to the joint rear line of Tracts #3, #4, and #5, thence with Tract #4, N. 28-44 E., 199 feet to South Carolina Road 541; thence with said Road N. 61-16 W. 290 feet to the beginning corner.

This is a Purchase Money Mortgage.

This being a portion of the same property conveyed unto Leroy Cannon Realty, Inc., by Master's deed recorded in the R.M.C. Office for Greenville County, S. C. in Deed Volume 1086 at page 985, and being recorded 9/8/78. Grantor Leroy Cannon Realty, Inc. recorded herewith.

SOUTH CAROLINA

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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, his heirs, executors and assigns, forever.

The Mortgagee covenants that it is lawfully seized of the premises hereinafore 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 Mortgagee further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagee and all persons whomsoever lawfully claiming the same or any part thereof.