

MORTGAGE OF REAL ESTATE -
GREENVILLE COUNTY, S. C.

VCL 1480 PAGE 138

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }
DUNN & TANNERSLEY
R.M.C. } ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, James R. Henderson, Jr. and Donna M. Henderson

(hereinafter referred to as Mortgagor) is well and truly indebted unto Leroy Cannon Realty, Inc.

(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

Five Thousand Sixteen and No/100----- Dollars (\$5,016.00) due and payable

Payable monthly in the sum of \$106.58 which includes principal and interest, and to run for a five year period. First Payment due: October 1, 1979.

with interest thereon from date at the rate of 10% 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, being known and designated as Lot Number 8, Cannon Estates, Section 11., containing 2.09 acres more or less, according to a plat prepared by Charles K. Dunn and T. Craig Keith, R.L.S., dated February 8, 1979, and being recorded in the R.M.C. Office for Greenville County, S. C. in Plat Book 7 C at page 14, and having according to said plat the following metes and bounds to-wit:

BEGINNING at the joint front corner of Lots 8 and 9 at a culdesac and running thence N. 32-26 E. 204.56 feet to a stone; thence S. 79-10 E. 240 feet to the joint rear corner of Lots 7 and 8; thence with said lots, S. 03-08 E. 306.85 feet to Artillery Court; thence with Artillery Court, the following courses and distances, N. 89-17 W. 98.54 feet; thence N. 70-44 W. 89.97 feet; thence N. 57-23 W. 163.97 feet; thence around the culdesac, N. 34-33 W. 72.31 feet, the latter course and distance being the chord of said culdesac.

This conveyance is made subject to recorded Restrictions in Greenville County, S. C. in Deed Book 1099 at page 7 and to a ten (10') foot drainage easement running North and South approximately 100 feet from the eastern boundary of said lot as shown on the recorded plat and subject to a joint agreement between Jack Huff and Leroy Cannon dated January 10, 1979 as to the rear property line and any other recorded easements and rights of way and any visible on the property.

This being a portion of the same property conveyed to 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.

This is a purchase money mortgage.

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STATE OF 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, 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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