

FILED
MORTGAGE OF REAL ESTATE--Prepared by WILKINS & WILKINS, Attorneys at Law, Greenville, S. C.

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

APR 17 1979
DOUGLAS M. WILSON
EDWARD W. CLAY, JR.
JOE G. THOMASON

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, DOUGLAS M. WILSON, EDWARD W. CLAY, JR. and JOE G. THOMASON,

(hereinafter referred to as Mortgagor) is well and truly indebted unto H. J. MARTIN and JOE O. CHARPING,

(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

TWENTY-THREE THOUSAND AND NO/100-----Dollars (\$ 23,000.00) due and payable

according to the terms of the promissory note,

with interest thereon from _____ date _____ at the rate of eleven (11%) 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, the Mortgagee's heirs, 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, within the corporate limits of the City of Greenville, and being known and designated as Lot Nos. 38 and 39 of a subdivision known as Essex Court, a plat of which is recorded in the RMC Office for Greenville County in Plat Book DD at page 165, and having the following metes and bounds, to-wit:

LOT 38: Beginning at a point on the eastern side of Essex Court turnaround and running thence with the northeastern side of the Essex Court turnaround approximately N. 64-52 W. 48 feet to a point at the joint front corner of Lots 38 and 39; thence approximately N. 01-35 W. approximately 139.6 feet to a point in a branch at the joint rear corner of Lots 38 and 39; thence with said branch as a line approximately N. 89-43 E. approximately 38.7 feet to a point; thence continuing with said branch as a line approximately N. 88-56 E. approximately 82.1 feet to a point at the joint rear corner of Lots 38 and 40; thence S. 01-15 E. approximately 122.8 feet to a point at the joint rear corner of Lots 20 and 38; thence S. 63-30 W. 85.5 feet to a point on the eastern turnaround of Essex Court at the point of beginning.

LOT 39: Beginning at a point on the western side of the Essex Court turnaround and running thence with the northwestern side of the Essex Court turnaround approximately N. 43-40 E. 67.8 feet to a point at the joint front corner of Lots 38 and 39; thence approximately N. 01-35 W. approximately 139.6 feet to a point in a branch at the joint rear corner of Lots 38 and 39; thence with said branch as a line, approximately S. 89-43 W. approximately 111.3 feet to a point at the joint rear corner of Lots 39 and 42; thence S. 01-35 W. approximately 162 feet to a point at the joint rear corner of Lots 17 and 39; thence S. 67-46 E. 69 feet to a point on the western turnaround of Essex Court at the point of beginning.

This is the same property conveyed to the mortgagors by the mortgagees herein by deed of even date to be recorded herewith.

MORTGAGEES' ADDRESS:
23 Cunningham Road
Taylors, SC 29687

STATE OF SOUTH CAROLINA
DOCUMENTARY
APR 20 1979

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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 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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