

MORTGAGE OF REAL ESTATE—Offices of WILLIAM HENRY, ATTORNEYS AT LAW, GREENVILLE, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE CO. S. C.
MAY 30 12 03 PM '80
R.M.C.

MORTGAGE OF REAL ESTATE
ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Roger Dale McCarson and Elsie M. McCarson

(hereinafter referred to as Mortgagor) is well and truly indebted unto W. Harold Rice and Catherine Rice

(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-Five Thousand and No/100----- Dollars (\$ 25,000.00) due and payable in the following manner: Two Hundred Sixty-Three and 50/100 (\$263.50) Dollars shall be paid on June 15, 1980, and a like sum shall be paid on the same date in each succeeding month thereafter until the aforesaid indebtedness, together with accrued interest, shall be paid in full, all payments to be applied first to interest, with the balance, if any, to the principal, date 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, 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, and according to a survey prepared of said property by Freeland and Associates, Engineers/Land Surveyors, May 14, 1980, and which said plat is recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 8-B, at Page 27, and having the following courses and distances, to-wit:

BEGINNING at an old iron pin, on the edge of the right of way for the South Carolina Highway Department and running thence, N. 83-10 W. 524.9 feet to an old iron pin; thence, N. 87-36 E. 555.3 feet to an old iron pin; thence, S. 21-24 W. 92.1 feet to an old iron pin, the point of Beginning.

Also, all of our right, title and interest in and to the easement of ingress and egress which we have from the above referenced property to Burty Road across right of way of the South Carolina Highway Department.

The within property is the identical property conveyed to the Mortgagors herein by deed of the Mortgagees herein by deed of even date herewith and which said deed is being recorded simultaneously with the recording of the within instrument.

The within mortgage is a purchase money mortgage.

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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 is 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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