

MORTGAGE OF REAL ESTATE -

BOOK 1529 PAGE 405

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE

FILED
CO. S. C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

JUL 7 11 50 AM '81

WHEREAS, THOMAS M. WELLONS and DOROTHY C. WELLONS, of Greenville County, South Carolina, (hereinafter referred to as Mortgagor) is well and truly indebted unto PHILLIP S. PATRICK, TRUSTEE UNDER THOSE TWO TRUST AGREEMENTS DATED DECEMBER 3, 1980, FOR THE BENEFIT OF MIRIAM ASHLEY WELLONS AND LEIGH ANNE WELLONS, (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 Forty-four Thousand ----- Dollars (\$ 44,000.00) due and payable January 3, 1991,

with interest thereon from date at the rate of Fourteen/ (14%) per centum per annum, to be paid: annually, beginning January 3, 1982.

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, known and designated as Lot 24 as shown on a plat of the property of RBR Land Development Company recorded in Plat Book G, Page 20, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a point on Fairview Avenue, joint corner of Lot 24 and the old Norwood lot, thence along the line of the Norwood lot, N. 85-45 W. 170 feet to the rear of Lot 15; thence along the rear line of Lot 15, S. 4-15 W. 77 feet to the joint rear corner of Lots 24 and 25; thence along the line of Lot 25, S. 83-53 E. 170.1 feet to Fairview Avenue; thence along Fairview Avenue N. 4-15 E. 82.5 feet to the beginning corner.

This is the same property conveyed to the Mortgagor herein by deed of Margaret H. Spencer, dated May 15, 1980, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Book 1125 at Page 843, on May 15, 1980.



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.

5
9
4
0

4328 RV-2