220 1559 BLOG 930

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

S. C. MORTGAGE OF REAL ESTATE

S. P. TOBALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

LAURA McCRARY MILLS

(hereinafter referred to as Mortgagor) is well and truly indebted unto

THELMA A. McCRARY

(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-ONE THOUSAND

Dollars (\$ 41,000.00) due and payable

in two hundred forty (240) equal, consecutive monthly installments of \$342.95, commencing one month from date, and continuing thereafter until paid in full,

with interest thereon from

date

at the rate of 8

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

ALL that certain piece, parcel, or tract of land, situate, lying and being in Greenville County, South Carolina, being a Portion of TERRE BONNE, Section 2, containing 1.704 acres, as shown on a plat entitled "Survey for WYMAN H. McCRARY ESTATE, prepared by Piedmont Engineers, dated November 16, 1981, recorded in the RMC Office for Greenville County in Plat Book $\frac{1}{2}$, at Page $\frac{1}{2}$. Reference to said Plat is hereby made for the complete metes and bounds description.

ALSO

A temporary Right of Way easement for engress and egress to the above property over that certain roadway as described below. Said easement is for the mutual enjoyment of all adjoining property presently owned by Grantor and the property hereby conveyed to the Grantee, and is a temporary non-exclusive appendant, appurtenant easement which shall run with the land until the dedication of the proposed subdivision street located on the below described property, at which time this temporary Right of Way easement shall cease, and the Grantee shall use the subdivision streets so dedicated. The said road is conveyed subject to the condition that no structure or improvement of any kind other than usual and normal roadway paving, improvements, utility installation and usage which does not unduly interfere with ingress and egress shall be erected or placed thereon, nor shall the Grantee, her successors or assigns, use said strip for any purpose inconsistent with those rights and purposes hereinabove set out.

TEMPORARY RIGHT OF WAY EASEMENT:

ALL that certain street or roadway, designated as LE BEAU LANE, containing 0.769 acres, situate, lying and being in Greenville County, South Carolina, being shown and designated as a Portion of TERRE BONNE, Section 2, on a Plat entitled "Survey for WYMAN H. McCRARY ESTATE, dated November 16, 1981, recorded in the RMC Office for Greenville County in Plat Book 5.7, at Page 77. Reference to said Plat is hereby made for the complete metes and bounds description.

This is the same property conveyed to the Mortgagor herein by deed of Wyman H. McCrary, Jr., and Roger K. McCrary, as Co-Executors of the Estate of Wyman H. McCrary, Sr., Deceased, dated December 16, 1981 to be recorded simultaneously berevith.

048

COCUMENTS STATES

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way increase or appearationing, and all of the rents, issues, and profits which may arise or he 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 approvided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee Grever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

4328 RV.2