MORTGAGE OF REAL ESTATE PREDICTION RILEY AND RILEY, Attorneys at Law, Greenville, S. C. BOOK 1605 PAGE 499

STATE OF SOUTH CAROLINA 5
COUNTY OF CREENVILLE 5

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MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS. RANDY L. SATTEPFIELD and PATRICIA A. SATTERFIELD

(hereinafter referred to as Mortgagor) is well and truly indebted unto ROY FLEMING, GLENN FLEMING, UIDCH, F. BASS,

DORIS F. McCAIL and REVELLE B. HETT

(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 _____EIGHT THOUSAND SIX HUNDRED

FIFTY-SIX & 50/100----- Dollars (\$ 8,656.50) due and payable

on or before four (4) months after date, with no interest

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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 Mortgagoe 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

ALL that certain piece, parcel or tract of land in Greenville County, State of South Carolina near Simpsonville being located on the northeasterly side of McKinney Road and having, according to plat of survey for A. D. Fleming Estate prepared by C. O. Riddle, R.L.S., dated January 18, 1983, recorded in Plat Book, 9-S at page 39, the following metes and bounds, to-wit:

BEGINNING at a spike in the center of McKinney Road which spike is located S. 34-48 W. 31.81 feet from and old iron pin on the northeasterly side of McKinney Road and running thence with the line of property now or formerly of Samuel J. and Linda M. Poole N. 34-48 E. 827.53 feet to an old iron pin; thence continuing with Poole line S. 38-49 E. 275.37 feet to an old iron pin; thence with the line of property with Grantors herein S.30.11 W. 291.91 feet to an old iron pin; thence continuing with line of property of Grantors herein S. 56-21 W. 54.6 feet to a spike in McKinney Road, passing over an iron pin 29.5 feet back on line; thence with the center of McKinney Road N. 25-56 W. 100 feet to the beginning corner, containing, according to said plat, 4.21 acres more or less.

This being a the same property conveyed to the Mortgagors herein by deed of Roy Fleming, et al, dated April 29, 1983, to be recorded herewith.

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.

STATE OF