

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

GREENVILLE
JUL 11 11 28 AM '83
SOUTH CAROLINA

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

WHEREAS, Robert L. Chapman, Sr.

(hereinafter referred to as Mortgagor) is well and truly indebted unto William J. Rothfuss and Beverly B. Rothfuss

(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 **Sixty-Nine Thousand and No/100** Dollars (\$69,000.00) due and payable

reference is hereby made to note of even date which is incorporated herein by reference

with interest thereon from _____ date _____ at the rate of 12 per centum per annum, to be paid:

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

ALL that certain piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville in Chick Springs Township on the east side of Highway 14 and being known and designated as a 6.99 acre tract of land as shown on plat made by Freeland and Associates dated July 5, 1983 entitled "Property of Robert L. Chapman, Sr." recorded in the RMC Office for Greenville County, S.C. in Plat Book 9-R at Page 91 and having, according to said plat, the following metes and bounds to wit:

BEGINNING at an iron pin on Highway 14 and running thence N 46-30 E 731.09 feet to an iron pin; thence S 15-41 E 512.05 feet to an iron pin; thence S 67-33 W 963.16 feet to an iron pin on Highway 14; thence along Highway 14 N 32-30 W 109 feet to the point of beginning.

ALSO my right title and interest in and to that means of ingress and egress which is a 25 foot driveway running along the South line of Tract No. 2 from Community Road in and through Tract No. 3. Reference hereby made to plat made by H.S. Brockman dated February 6, 1969. This goes with Lots 2 & 3 only.

This being the same property conveyed to the mortgagor by deed of William J. Rothfuss and Beverly B. Rothfuss of even date to be recorded herewith.

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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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