

MORTGAGE OF REAL ESTATE-Prepared by RILEY AND RILEY, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE, S.C.
AUG 8 1 33 PM '83
DONNIE M.C. RILEY

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

WALTER S. DIXON and CHRIS S. DIXON

(hereinafter referred to as Mortgagor) is well and truly indebted unto H. & L. ENTERPRISES, INC.

(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 -----

-----ELEVEN THOUSAND FIVE HUNDRED & NO/100----- Dollars (\$ 11,500.00) due and payable

in sixty (60) equal and consecutive installments of Two Hundred Forty-four & 35/100 Dollars (\$244.35) beginning October 1, 1983 and continuing on the first day of each month thereafter until paid in full

with interest thereon from _____ date _____ at the rate of ten (10%) 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 GREENVILLE, being known and designated as Lot No. 13 on plat of FAIRVIEW WOODS prepared by Piedmont Engineers, Architects and Planners dated April 1, 1975 and recorded in the P&C Office for Greenville County in Plat Book 6D at pages 82 and 83. Reference to said plat is hereby craved for a more particular description of said lot.

This being the same property conveyed to the Mortgagors herein by deed of H. & L. Enterprises, Inc. of even date, 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 hereinafore 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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