

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE, S.C.
MORTGAGE OF REAL ESTATE
AUG 8 4 42 PM '83
TO ALL WHOM THESE PRESENTS MAY CONCERN
DONNIE S. WALKER
R.M.C.

90-1630-103

WHEREAS, Ralph Waymen Kelley

(hereinafter referred to as Mortgagor) is well and truly indebted unto Johnny M. Chappell, Jr., 1500 Cedar Lane Road, Greenville, S.C. 29611

(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 Nine Thousand Seven Hundred and No/100 Dollars (\$ 9,700.00) due and payable

in accordance with the terms of said promissary note

with interest thereon from _____ date _____ at the rate of 12.50% per centum per annum, to be paid monthly

WHEREAS, the Mortgagee 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 Mortgagee, 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 Mortgagee 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 TRACT OF LAND IN GREENVILLE COUNTY, STATE OF SOUTH CAROLINA, NEAR THE MARKED BEECH RD., KNOWN AND DESIGNATED AS TRACT E ON A PLAT OF THE PROPERTY OF SAMUEL T. MOSES, MADE BY WEBB SURVEYING AND MAPPING CO., NOVEMBER 1978, RECORDED IN THE R.M.C. OFFICE FOR GREENVILLE COUNTY, IN PLAT BOOK 8-T, AT PAGE 74, AND HAVING, ACCORDING TO SAID PLAT, THE FOLLOWING METES AND BOUNDS, TO WIT:~~

ALL that tract of land in Greenville County, State of South Carolina, near the Marked Beech Rd., known and designated as Tract E on a plat of the property of Samuel T. Moses, made by Webb Surveying and Mapping Co., November 1978, recorded in the R.M.C. Office for Greenville County, in Plat Book 8-T, at page 74, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin in the water line right of way and running thence within the water line right of way N. 51-09 W. 517.97 feet to a pin in the center of the Duke Power Co. right of way; thence continuing within the water line right of way N. 50-06 W. 107.5 feet to a pin at the northern edge of the power line right of way; thence along the northern edge of the power line right of way S. 70-09 W. 346.18 feet to a pin; thence S. 51-47 E. 711.14 feet to an iron pin; thence N. 56-54 E. 300.62 feet to the beginning corner; and containing 4.438 acres, more or less.

This is the same property conveyed to the Mortgagor by the Mortgagee by deed of even date recorded herewith.

[Faint, illegible text, possibly a signature or stamp]

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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 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 Mortgagee 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 otherwise dispose of the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagee further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagee and all persons whomsoever lawfully claiming the same or any part thereof.

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