

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

JAN 6 4 17 PM '84  
DONALD S. BARKSLEY  
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, ROY SPANN BOOKKEEPING SYSTEMS, INC.

(hereinafter referred to as Mortgagor) is well and truly indebted unto MILDRED COLSON WEARN, whose address is 17 Round Pond Road, Greenville, SC 29607,

(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

Nineteen Thousand Nine Hundred and No/100----- Dollars (\$ 19,900.00 ) due and payable as per the terms of said note;

with interest thereon from \_\_\_\_\_ date at the rate of 11% per centum per annum, to be paid: as per the terms of said note.

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:

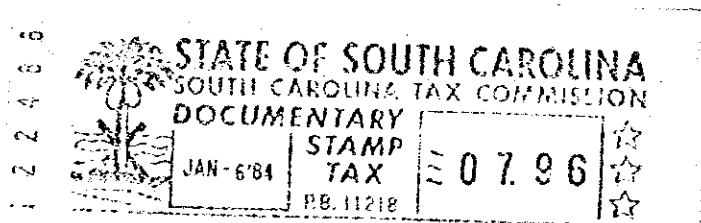
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the southwestern side of Commercial Drive, being the greater portion of that property shown according to a "Survey for Roy Spann Bookkeeping Systems, Inc." prepared by Carolina Surveying Co., dated January 5, 1984, recorded in the RMC Office for Greenville County, S.C., in Plat Book 10-6 at Page 54, and having, according to said survey, the following metes and bounds, to-wit:

BEGINNING at an old iron pin on the southwestern side of Commercial Drive at the joint front corner of this property and property belonging to the City of Greenville and the County of Greenville and running thence with the right of way of Commercial Drive S. 52-15 E. 164.8 feet to a point; thence turning and running in a new line S. 39-05 W. 141.8 feet to a point; thence N. 54-09 W. 103.45 feet to an old iron pin in the common line of this property and property belonging to the City of Greenville and County of Greenville; thence with the common line of said property N. 15-06 E. 157.35 feet to an old iron pin on the southwestern side of Commercial Drive, the point of beginning.

This being the the major portion of the property conveyed to the Mortgagor by deed of the Mortgagee, to be executed and recorded of even date herewith.

The Mortgagee agrees to release any of the property which is subject to this mortgage for a consideration of \$2.25 per square foot for the portion to be released.

9270  
--- 1 JA06 84 1343



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.

5010

74328-R-2