

GREENVILLE CO. S. C.

APR 11 11 54 AM '77

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

DONNE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Kenneth R. Summers and J. W. Sells

hereinafter referred to as Mortgagor) is well and truly indebted unto TTT Enterprises, a General Partnership

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 **Fifty Nine Thousand, Three Hundred and Eighteen**

and 40/100----- Dollars (\$59,318.40) due and payable

according to the terms of the notes for which this mortgage stands as security.

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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 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 the rear portion of Tract # 3 on a plat of the **PROPERTY OF CLARK JOHNSON**, made by W. J. Riddle, Surveyor, dated February, 1946, and being shown on a more recent survey thereof made by Jones Engineering Service, dated January 29, 1974, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a spike in or near the center of the Garlington Road, said spike being located 685 feet southeast of the intersection of the Garlington Road with Dublin Road, and running thence a new line through Tract No. 3, S. 39-38 E. 376.4 feet to an iron pin in or near a branch; thence with a branch as the line, the following traverse courses and distances, to-wit: N. 32-08 E. 267 feet to an iron pin, N. 55-04 E. 122 feet to an iron pin, N. 20-12 E. 99 feet to an iron pin, N. 34-15 E. 52 feet to an iron pin, N. 29-53 W. 35 feet to an iron pin, N. 9-53 E. 39 feet to an iron pin, N. 16-21 E. 69 feet to an iron pin, N. 12-48 E. 106 feet to a point in the center of said branch (black gum being located N. 56-00 W. 15 feet, more or less, back from branch), and N. 24-22 W. 52.8 feet to a point in or near the center of Garlington Road (said point being located 24.5 feet southwest from a spike in the center line of said road where the above mentioned branch intersects the same); thence from said iron pin and through the center of the Garlington Road, S. 50-40 W. 165 feet to a spike; thence continuing with the center line of said road, S. 48-40 W. 300 feet to a spike; thence continuing with the center line of said road, S. 50-22 W. 300 feet to a spike, the point of beginning.



the then 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 authority and power to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as aforesaid 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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