

Route 3, Bryson Ford Road
Gray Court, S.C.

RILEY & RILEY

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

1396 PAGE 1

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

GREENVILLE, CO. S.C.

MORTGAGE OF REAL ESTATE

FILED
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WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Thomas A. Rucker and Joy N. Rucker

(hereinafter referred to as Mortgagor) is well and truly indebted unto Edward J. Dohar and Wilma L. Dohar

(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 Six Thousand and No/100-----

Dollars (\$ 6,000.00) due and payable

as follows: The sum of \$ 108.16 is due and payable on the 1st day of May, 1977, and the sum of \$108.16 is due and payable on the 1st day of each and every month thereafter until paid in full.

(with interest thereon from date at the rate of 9% 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, Town of Simpsonville, on the Southeastern side of Fernwood Road, being shown as Lot 83 and a portion of Lot 82, Section II, of POINSETTIA SUBDIVISION, as shown on a plat recorded in the RMC Office for Greenville County, S.C. in Plat Book BB at Page 199, and having, according to said plat, and a more recent plat made by H. C. Clarkson, Jr., entitled "Property of Lawrence George Myers and Norma D. Myers", dated June 1, 1971, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southeastern side of Fernwood Road at the joint front corner of Lots 83 and 84 and running thence with joint line of said lots, S. 39-20 E. 200 feet to an iron pin; thence S. 40-29 W. 130.3 feet to an iron pin at the joint rear corner of Lots 83 and 82; thence S. 42-22 W. 5 feet to an iron pin; thence N. 39-30 W. 210 feet to an iron pin on the Southeastern side of Fernwood Road; thence with Fernwood Road, N. 37-20 E. 5 feet to an iron pin at the joint front corner of Lots 83 and 82; thence continuing with Lot 83, N. 37-22 E. 40 feet to an iron pin; thence N. 48-05 E. 90 feet to the point of beginning.

This being the same property conveyed to the mortgagors herein by deed of Edward J. Dohar and Wilma L. Dohar, of even date, to be recorded herewith.

DOCUMENT
RECORDED
APR 28 1977

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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