

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE - Terry E. Haskins, Atty.
JUN 16 2 02 PM '83
DONNYL S. HENSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

BOOK 1311 PAGE 894

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, EARL G. NUTZ AND VIRGINIA M. NUTZ

(hereinafter referred to as Mortgagor) is well and truly indebted unto LEO E. HELLENGA AND EMMA L. HELLENGA, Box 299, Rt. 2, Three Oaks, Michigan, 49128

(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 FIFTEEN THOUSAND AND NO/100

Dollars (\$ 15,000.00) due and payable

according to the terms of the note of even date herewith.

~~with interest thereon~~

~~with interest thereon~~

~~with interest thereon~~

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:

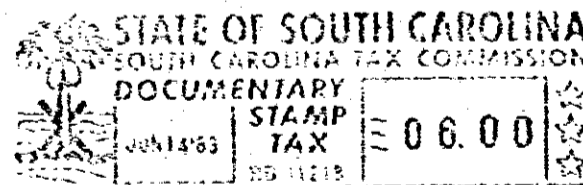
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, in the Corporate limits of the City of Greenville, being known and designated as Lot No. 12 of a subdivision known as Stone Lake Heights, Section No. 4, as shown on plat thereof prepared by Piedmont Engineers and Architects on July 8, 1964, revised in October, 1965, and recorded in the RMC Office for Greenville County in Plat Book BBB, at page 159B and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southern side of a turnaround at the end of Ashford Avenue, the joint front corner of Lots No. 11 and 12 and running thence along the curvature of said turnaround, chords being N. 24-41 E. 40.0 feet and N. 10-06 W. 20.0 feet to an iron pin at the corner of Lot No. 13; thence along the line on that lot N. 60-36 E. 157.5 feet to an iron pin on the subdivision boundary line; thence along the subdivision boundary line S. 50-14 W. 118.5 feet to an iron pin at the rear corner of Lot No. 11; thence along the line of that lot N. 41-46 W. 96.6 feet to the beginning corner.

This conveyance is subject to drainage and utility easements which appear of record and is also subject to restrictions and protective covenants recorded in the RMC Office for Greenville County in Deed Book 791, at page 78.

This is the same property conveyed to mortgagor herein by deed of Leo E. Hellenga and Emma L. Hellenga dated February 7, 1981 and recorded in the RMC Office for Greenville County in Deed Book 1143 at page 357, on February 27, 1981.



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining to 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 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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