LAWOFFICES OF ANI. R. . AND TAIS

809\1316 #43E468

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

CREENVILLE CO. S. C. JUL 18 12 38 PM '83

MORTGAGE OF REAL ESTATE TO ALL WHOM THESE PRESENTS MAY CONCERN.

JAMES W. SKOORAGE S. JANNERSLEY WHEREAS, R.M.C.

(hereinafter referred to as Mortgagor) is well and truly indebted unto

EDWINA H. MURPHY

(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 00/100 ------Dollars (\$ 15,000.00) due and payable

in accordance with the terms of the Note executed even date herewith.

with interest thereon from

at the rate of

per centum per annum, to be paid:

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 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, 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 release unto the Mortgagee, the Mortgagee's heirs, successors and assigns; and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, the Mortgagee's heirs, 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 Gantt Township, being a part of a tract of land surveyed by J. L. Montgomery, III, Registered Land Surveyor, Simpsonville, South Carolina, as shown as Tract No. 5 on said plat designated as William E. Holbrook Estate, dated August 1975, and further known as a part of a tract of the survey of the John F. Kerns Estated and located on the southeastern side of Grove Road and having the following metes and bounds:

Beginning at an iron pin located at the joint corners of Lots 4 and 5 and running thence N. 15-16 E. 642.87 feet to an iron pin at the joint corners of Lots 1 and 5; thence S. 25-30 E. 830.0 feet through an old stone to an iron pin; thence N. 78-13 W. 99.75 feet to an iron pin; thence N. 77-21 W. 100.0 feet to an iron pin; thence N. 75-19 W. 350.0feet to the point of beginning,

LESS, HOWEVER, all that certain piece, parcel or lot of land described as .47 acre in that certain deed to Rail Fleet Corporation and shown on the Tax Map Sheets as WG5-1 $_{7}4.2$.

This being the same property conveyed to the mortgagor by deed of Edwina H. Murphy recorded hereithygosees Address:

c/o Skelton Red Estate 102 Mills Are. Greenville, 5 (.

8

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 is 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.