

6 Skyland Ave
Greenville, SC 29604

MORTGAGE OF REAL ESTATE

FILED

1030 10:30

STATE OF SOUTH CAROLINA

GREENVILLE

MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLE

OCT 14 3 37 PM '83

TO ALL WHOM THESE PRESENTS MAY CONCERN:

JOHN E. CLARY
R.M.C.

WHEREAS, CARL L. MARTINES and FRANCES E. MARTINES,

(hereinafter referred to as Mortgagor) is well and truly indebted unto RALPH E. CLARY,

(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 TEN THOUSAND & NO/100-----

Dollars (\$10,000.00) due and payable

on or before six (6) months from date. It is expressly agreed that there will be no penalty for prepayment of this debt and interest will only be paid from this date until date of final payment.

with interest thereon from date at the rate of 10% per centum per annum, to be paid on the unpaid balance at a daily rate of .0274%.

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

ALL that lot of land in Greenville County, State of South Carolina, near the City of Greenville, being shown as Lot No. 45 on Plat of Sans Souci Heights, recorded in Plat Book Y at Page 25, and described as follows:

BEGINNING at a stake on the Northern side of Skyland Avenue, 317.6 feet West from U. S. Highway No. 25, at corner of Lot 46, and running thence with the Northern side of said Avenue, S. 67-40 W., 83.8 feet to a stake at corner of Lot 44; thence with the line of said lot N. 18-30 W., 131.5 feet to a stake; thence N. 60-20 E., 66 feet to a stake at corner of Lot 46; thence with the line of said lot S. 26-43 E., 140.8 feet to the beginning corner.

This is the same property conveyed to the mortgagors herein by deed of Ralph E. Clary, dated October 14, 1983, and recorded October 14, 1983, in the RMC Office for Greenville County in Deed Book 1198, Page 550.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
RECORDED
STAMP
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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 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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