

Box 1274 Greenville, 29602
MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

BOOK 1631 PAGE 489

FILED
GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

OCT 19 3 50 PM '83

WHEREAS, Carl S. Matheny, Jr. SLEY
R.M.C.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Samuel P. Vause

(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

Dollars (\$ 10,000.00) due and payable

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 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 shown and designated as Lot 4 on plat of Maple Acres Subdivision, prepared by C. O. Riddle, dated June, 1953 and recorded in Plat Book FF, Page 111 of the RMC Office for Greenville County, and being shown on a more recent plat prepared by Carolina Surveying Co., dated February 5, 1982, entitled "Property of Carl S. Matheny, Jr.", recorded in Plat Book 8-X, Page 83, and having, according to the more recent plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on Chastain Drive, said point being 287.8 feet northeast of the intersection of Chastain Drive and North Franklin Road, and running thence with the joint line of Lots 4 and 3, N 75-30 W 130.9 feet to an iron pin; thence running along the rear line of Lot 4, N 27-57 E, 211.9 feet to an iron pin; thence with the joint line of Lots 4 and 5 S 53-51 E 125.4 feet to an iron pin on the northwest side of Chastain Drive; thence running along said Drive the following: S 36-55 W 77 feet to an iron pin; S 20-50 W 50 feet to an iron pin; and S 14-30 W 38.9 feet to an iron pin, the point of beginning.

DERIVATION: This being the same property conveyed to Mortgagor herein by deed of Rebeckah Anita Cason, as recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1162, Page 335 on February 11, 1982.

This mortgage shall secure all future advances made by Mortgagee in connection with the property described herein except that said indebtedness shall not exceed \$40,000.00.

RECEIVED
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
MORTGAGE TAX
\$ 4.00

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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