

FILED
GREENVILLE CO. S. C.
MORTGAGE OF REAL ESTATE--Offices of Love, Thornton, Arnold & Thomason, Attorneys at Law, Greenville, S. C.

1632 PAGE 80

DATE 2-3-84
Mortgagee's address:
DUNN & STEELE 237 Lowndes Avenue
R.M.C. Greenville, SC

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN: JACK D. GRIFFETH

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto Jesse E. Griffeth, Mary Alice Griffeth, Clarence S. Henline, Mary C. Henline and Henry Landis Griffeth (hereinafter referred to as Mortgagee) as evidenced by the Mortgagee's promissory notes of even date herewith, the terms of which are incorporated herein by reference, in the sum of

total sum of Forty thousand and no/100ths ----- DOLLARS (\$ 40,000.00),

with interest thereon from date at the rate of ten (10) per centum per annum, said principal and interest to be repaid: as set forth in the following promissory notes:

- (a) note of Jack D. Griffeth to Jesse E. Griffeth and Mary Alice Griffeth in the amount of \$10,000.00 dated October 24, 1983.
- (b) note of Jack D. Griffeth to Clarence S. Henline & Mary C. Henline in the amount of \$10,000.00 dated October 24, 1983
- (c) note of Jack D. Griffeth to Henry Landis Griffeth in the amount of \$20,000.00 dated October 24, 1983.

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 certain piece, parcel or lot of land, together with all improvements thereon or hereafter constructed thereon, situate lying and being on the eastern side of Lowndes Avenue, also known as Hudson Road, in the County of Greenville, State of South Carolina, being shown as Lot C on Summary Plat of Smith & Steele Builders, Inc., dated May 18, 1983, recorded in Plat Book 9-T at page 82 and having, according to a more recent plat of Jack D. Griffeth prepared by Freeland and Associates dated October , 1983 and recorded in Plat Book 10-D at Page 27 in the Greenville County RMC Office, the following metes and bounds, to wit:

BEGINNING at an iron pin on the eastern side of Lowndes Avenue at the joint front corner of Lots B and C and running thence along the common line of said Lots N 54-30 E, 177.97 feet to a point in the center of a creek at the joint rear corner of said Lots; thence along the center line of said creek, the traverse of which S 31-09 E, 16.39 feet to point; thence continuing along the center line of said creek, the traverse of which is S 45-06 E, 59.66 feet to a point in the center of said creek at the joint rear corner of the within described property and property now or formerly belonging to Kirby; thence along the common line of said Kirby property S 54-30 W 197.21 feet to an iron pin on the eastern side of Lowndes Avenue at the joint front corner of said Kirby property; thence along the eastern side of said Avenue N 31-49 W, 75.32 feet to an iron pin, the point of beginning.

DERIVATION: Deed of Smith and Steele Builders, Inc. recorded October 24, 1983 in Deed Book 1199 at Page 88.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or 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.

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