

MORTGAGE OF REAL ESTATE -

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

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S.C.
MAY 23 1984
RECORDED

WHEREAS, ARNOLD E. MULLINAX

(hereinafter referred to as Mortgagor) is well and truly indebted unto Fay H. Jones, as Trustee for Thelma H. Burdine, Amy H. Redfearn, Hoy Hendrix, Pluras Hendrix, Floyd P. Hendrix, Jr., James W. Hendrix and Fay H. Jones

(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 Thirty-Eight Thousand and No/100

-----Dollars (\$ 38,000.00) due and payable in monthly installments of THREE HUNDRED SIXTY-SIX AND 70/100 (\$366.70) Dollars with the first payment being due and payable on the 1st day of July, 1984 and payments in a like amount shall be due and payable on the first day of each consecutive month thereafter, with a balloon payment due in sixty (60) months

with interest thereon from date at the rate of Ten (10%) per centum per annum, to be paid monthly

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, on the southeastern side of Wardview Drive and being a portion of Tract "A" as shown on plat entitled "Property of Stratford Company" dated June 14, 1971, by Campbell & Clarkson Surveyors, Inc., recorded in the Greenville County RMC Office in Plat Book 4G, Page 169, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the southeastern right-of-way of Wardview Drive at the corner of property now or formerly owned by J. T. Merritt and C. W. Woods and running thence with the line of said Merritt and Woods property, S 73-00 E 384.6 feet to an iron pin; thence leaving the line of said Merritt and Woods property and running S 23-43 W 947.6 feet to an iron pin; thence S 51-26 W 558 feet to a point in the line of property now or formerly owned by Huff; thence with the line of said Huff property, N 15-03 W 638.4 feet to an iron pin at the corner of property now or formerly owned by Jones; thence with the line of said Jones property, N 19-38 W 138.1 feet to an iron pin on the southeastern right-of-way of Wardview Drive; thence with the line of right-of-way of Wardview Drive, N 48-48 E 382.6 feet to the point of beginning.

Being the same property conveyed to the mortgagor herein by deed of mortgagee herein to be recorded of even date herewith.

Mortgagor agrees to maintain a legal right-of-way for ingress and egress across the property known as Lot 6 on plat of Stratford, Sec. 1, recorded in the RMC Office for Greenville County in Plat Book 5D, Page 62 (known as Lot 198 on Greenville County Tax Books) on the above mortgaged property.

Mortgagee to give releases from the within mortgage on the basis that all net proceeds received by the mortgagor from the sale of any of the within described property shall be given to the Mortgagee to release the amount of the indebtedness by that amount.

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STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
TAX
MAY 23 '84
F.B. 11218
15.20

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 whatsoever lawfully claiming the same or any part thereof.

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