

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:

MORTGAGEE JACK H. NORRIS
501 BRIDGEWATER DRIVE
GREENVILLE, SC 29615

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WHEREAS, Lawrence T. Acker

(hereinafter referred to as Mortgagor) is well and truly indebted unto Jack H. Norris

(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 ----- Dollars (\$ 50,000.00) due and payable Fifty Thousand and No/100-----

in equal quarterly installments of One Thousand Eight Hundred and 30/100 (\$1,800.30) Dollars, based on a term of twelve (12) years; Mortgagor shall have the right to prepay any or all of the unpaid balance at any time without penalty; first payment shall be due on Feb. 16, 1985, and thereafter on (over) with interest thereon from date at the rate of Ten per centum per annum, to be paid: quarterly as set out hereinabove.

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

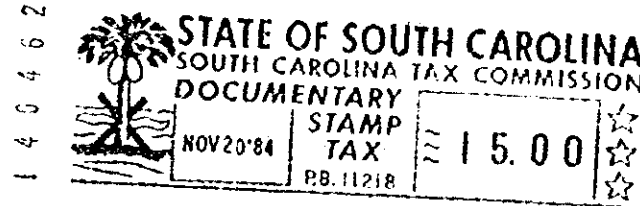
ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situated, lying and being in the State of South Carolina, County of Greenville, as is more fully shown on a plat entitled "Property of Mary E. Norris", prepared by Jones Engineering Services, dated April 6, 1982, Clifford C. Jones, Registered Professional Engineer and Land Surveyor, No. 1144; having according to said plat the following metes and bounds, to-wit:

Being in the northwestern corner of Greenacre Road and Allendale Lane in the City of Greenville; also being a portion of Lot 63, of Block 2, at Sheet 199.1 of the Tax Maps of Greenville County.

Beginning at an iron pin on Greenacre Road and running thence South 31-32 West, 240 feet to an iron pin at Allendale Lane running thence North 58-18 West, 160.1 feet to an iron pin; running thence North 31-32 East, 240 feet along the property line of St. Phillips Episcopal Church, to an iron pin; running thence, South 58-18 East, 160.1 feet along the property line of other Norris property to the point of beginning.

The being the same property conveyed by deed of Mary E. Norris to Jack H. Norris dated September 13, 1984, recorded in Deed Book 1222 at Page 214 in the RMC Office for Greenville County.

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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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