MORTGAGE OF REAL ESTATE 500/1410 444 453 FILLO STATE OF SOUTH CAROLINA COUNTY OF TO ALL WHOM THESE PRESENTS MAY CONCERN:

DENNIE S. TANKERELEY

WHEREAS, Mark R. Lawrence and Darlene B. Lawrence

(hereinafter referred to as Mortgagor) is well and truly indebted unto Frances Sparks

(hereinaster 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 Seven Thousand Six Hundred and No/100-----

> \*\*Tollars (\$ 7,600.00 ) due and payable

at the rate of \$84.39 on principal plus interest at the rate of 6% on the declining unpaid balance payable monthly. The first payment of principal and interest shall be due on October 1, 1977. The Mortgagor shall have the right to prepay at any time without penalty. Balance due and payable in full ten (10) years from date

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, in Saluda Township, on the southwestern side of New S. C. Highway #414 containing 1.5 acres as shown on a plat entitled "Property of Mark Lawrence and Darlene Lawrence" by W. R. Williams, Jr., R. L. S., dated September 20, 1977, and recorded in the R. M. C. Office for Greenville County in Plat Book  $6-\varepsilon$  at Page 83 and having, according to said plat, the following courses and distances:

BEGINNING at a nail and cap in the center of Old S. C. Highway \$414 and running thence N. 21-30 W. 274 feet to a point; thence turning and running along the right-of-way of New S. C. Highway #414 N. 45-37 E. 33.7 feet to a point; thence running along the right-of-way of said highway N. 53-30 E. 50 feet to a point; thence running along the right-of-way of said highway N. 63-30 E. 263 feet to a point; thence turning and running S. 9-45 E. 157.7 feet to a nail and cap in the center of said Old S. C. Highway #414; thence turning and running along the center of said highway S. 49-45 W. 150 feet to a nail and cap in the center of said highway; thence running approximately along the center of said highway S. 32-45 W. 206 feet to the point of beginning.

This being the same property as that conveyed to Frances Sparks by deed of George Noe dated May 30, 1957, and recorded in the R. M. C. Office for Greenville County in Deed Book 599 at Page 237, and being all of the remaining property of the 5.23 acre tract conveyed to the Grantor by said deed.

The mailing address of the Mortgagee herein is 8 Hilltop Drive, Travelers Rest, South Carolina 29690.

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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 Mostgagor covenants that it is lawfully seized of the premises heireinabove 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 Mortgager and all persons whomsoever lawfully claiming the same or any part thereof.

Market State