

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Earl W. Harper

(hereinafter referred to as Mortgagor) is well and truly indebted unto C. E. Robinson, Jr., as Trustee under B. M. McGee Will

(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 and No/100-----

-----Dollars (\$ 10,000.00) due and payable in the following manner: One Hundred Twenty-five and No/100 (\$125.00) Due on February 15, 1978, and a like amount on the same day in each succeeding month thereafter through January 15, 1983 and the remaining balance of said indebtedness to be fully paid on February 15, 1983; all payments to be applied first to interest with the balance, if any, to principal with interest thereon from date at the rate of Eight 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 southwestern side of Baker Street (formerly Smith Street), being shown and designated on plat entitled SURVEY FOR EARL W. HARPER, dated May 20, 1971, prepared by Carolina Surveying Co., and recorded in the R.M.C. Office for Greenville County, in Plat Book 4-K, at Page 31, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Baker Street (formerly Smith Street), said iron pin being 100 feet from Southern Railway right-of-way, and running thence with the southwestern side of Baker Street (formerly Smith Street), S. 15-0 E. 121.8 feet to an iron pin; thence, S. 80-25 W. 81.2 feet to an iron pin; thence, N. 13-43 W. 132.9 feet to an iron pin; thence, N. 88-33 E. 80.1 feet to the point of Beginning.

The within property is the identical property conveyed to the Mortgagor herein by deed of Sunie H. Smith, by deed dated November 23, 1970 and which said deed was recorded in the R.M.C. Office for Greenville County, South Carolina on November 25, 1970, in Deed Book 903, at Page 338.

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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 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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