

MORTGAGE OF REAL ESTATE -

BOOK 1506 PAGE 167

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

S. C.  
1980  
BRASLEY

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

(Purchase Money Mortgage)

WHEREAS, McElrath & Tucker, Inc.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Eddie Runion Ltd Inc.

(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

One Hundred Fifty Thousand & No/100----- Dollars (\$ 150,000.00 ) due and payable

(See same terms & conditions of note of even date)

with interest thereon from \_\_\_\_\_ at the rate of \_\_\_\_\_ per centum per annum, to be paid:

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, known as all lots numbered 1 thru 41 except lot number 3, previously conveyed to Larry J. and Sheila S. Bridges, according to a plat prepared by Kermit Gould, recorded in the R.M.C. Office for Greenville County, S. C. in Plat Book 7C at Page 92, said plat being dated September 10, 1979 for property located on Fews Chapel Road.

The Mortgagor hereby agrees to pay the sum of \$5,000.00 for the release of each lot above, said \$5,000.00 payment to apply first to interest and the balance to principal.

This being the same property conveyed unto McElrath & Tucker, Inc. by deed of Eddie Runion Ltd Inc. in deed book 1128 at page 185, recorded the 26 day of June, 1980.

STATE OF SOUTH CAROLINA  
COMMISSIONER OF REVENUE  
DOCUMENTARY  
STAMP  
\$ 80.00

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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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