

950 Center Road, Conneaut, Ohio 44030

MORTGAGE OF REAL ESTATE Prepared by Timothy H. Farr, Attorney at Law, 210 West Stone Ave., Greenville, S. C. 29609

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

BOOK 1404 PAGE 541
MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Richard Wayne Shotts and Susan Kathleen Shotts

(hereinafter referred to as Mortgagor) is well and truly indebted unto Ralph C. Emus and Marilyn B. Emus

(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

Five Thousand ----- Dollars (\$5,000.00) due and payable

January 18, 1978, said amount bearing no interest

~~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:

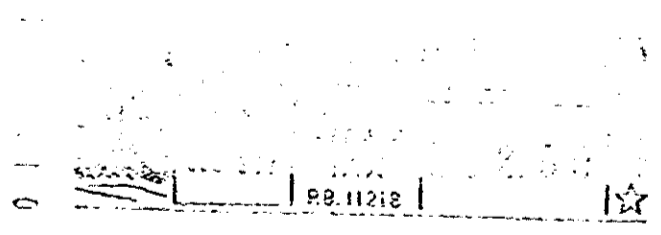
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, on the southwestern side of East Belvedere Road, in Gantt Township, near the City of Greenville, being shown as Lot 40 on a plat of South Forest Estates made August 29, 1955, by Pickell & Pickell, Engineers, and recorded in the RMC Office for Greenville County in Plat Book "GG" at Page 181, and having according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin on the southwestern side of East Belvedere Road, 421.8 feet from the intersection of East Belvedere Road and Fairfield Road at an iron pin, being the joint front corner of Lots 39 and 40, and running thence along the southwestern side of East Belvedere Road, S. 32-35 E. 90 feet to an iron pin, being the joint front corner of Lots 40 and 41; thence running along the side line of Lot 41, S. 57-25 W. 149.8 feet to an iron pin in the rear line of Lot 43, being the joint rear corner of Lots 40 and 41; thence running along the rear lines of Lots 43 and 44, N. 27-15 W. 90.4 feet to an iron pin located in the rear line of Lot 44, being the joint rear corner of Lots 39 and 40; thence running along the side line of Lot 39, N. 57-25 E. 141.4 feet to an iron pin located on the southwestern side of East Belvedere Road, being the joint front corner of Lots 39 and 40, the point of beginning.

DERIVATION: This being the same property conveyed to Mortgagor herein by deed of Ralph C. Emus and Marilyn B. Emus dated July 18, 1977, as recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1060, Page 793, on July 19, 1977.

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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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