

Walnut Hill
Book Hill S.C.

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GREENVILLE CO. S. C.

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

DOONIE S. TANKERSLEY
R.M.C.

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

WHEREAS, Rudolph Nichols and Gladys P. Nichols

(hereinafter referred to as Mortgagor) is well and truly indebted unto Wayne A. Nichols and Mary B. Nichols

(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

Three Thousand Nine Hundred and no/100 Dollars \$ 3,900.00 due and payable

according to the terms contained in a promissory note executed herewith.

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, in Chick Springs Township, lying on the western side of St. Mark Road shown as Lots 3, 4, 5, and the northern 25 feet of Lot 6 on a plat of property of John H. McConnell prepared by H. L. Donahoo on November 18, 1946, recorded in the RMC Office for Greenville County in Plat Book Q, at page 79, and being further described according to a more recent survey entitled "Property of Wayne A. Nichols, et al", dated June 27, 1977, prepared by Richard Wooten, Land Surveying, recorded in Plat Book 6E, at page 26 in the RMC Office for Greenville County and being further described as follows:

BEGINNING at an iron pin on the western side of St. Mark Road, which pin is located approximately 120 feet from the intersection of the western side of St. Mark Road and the northern side of Rockcrest Drive and running thence along the line of property previously conveyed by the Grantors to E. E. Baker S. 72-46 W 170.2 feet to a point in the joint corner lines of Lot 19 and Lot 6 which point is 25 feet from the joint corner of Lots 6, 7, 18, and 19; thence N. 14-05 W 164.79 feet to an iron pin at the joint rear corner of Lots 2, 3, 22, and 23; thence along the joint line of Lots 2 and 3 N. 69-15 E. 167.65 feet to an iron pin on the western side of St. Mark Road; thence along St. Mark Road S. 17-38 E 51.96 feet to an iron pin; thence S. 14-09 E 123.05 feet to an iron pin, the beginning corner.

Being the same property conveyed to the Mortgagors by Wayne A. Nichols and Mary B. Nichols by deed dated March 17, 1978, and recorded herewith.

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STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP
TAX
\$ 01.56

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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