

FILED
GREENVILLE CO. S. C.

VOL 1458 PAGE 752

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MAR 2 12 20 PM '79
JOHNIE S. TANKERSLEY
R.M.C.

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

WHEREAS, Joe O. Hawkins

(hereinafter referred to as Mortgagor) is well and truly indebted unto Peter J. Ashy, his heirs and assigns

(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

Fifteen Thousand and No/100 - - Dollars (\$ 15,000.00) due and payable

in monthly installments of Three Thousand and No/100 (\$3,000.00) per month beginning on or before March 7, 1979, and a like amount on or before the 7th day of each month until paid in full, the final installment due and payable on or before July 7, 1979, and prepayment of same may be made without penalty,

with interest thereon from N/A at the rate of N/A per centum per annum, to be paid: N/A

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 northwesterly side of Regent Drive near the City of Greenville, S. C., and being designated as Lot No. 55 and a small portion of Lot No. 46 on plat of Edgefield as recorded in the R.M.C. Office for Greenville County, S. C. in Plat Book NN at page 195, and having according to a more recent survey recorded in Plat Book UU at page 97, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwesterly side of Regent Drive, joint front corner of Lots 55 and 56 and running thence along the common line of said Lots, N. 49-15 W. 213.5 feet; thence N. 42-47 E. 110.3 feet to the joint rear corner of Lots 55 and 56; thence on a new line through Lot 46, S. 45-34 E. 216.3 feet to an iron pin on the northwesterly side of Regent Drive; thence along the northwesterly side of Regent Drive, S. 52-06 W. 6.2 feet to an iron pin, joint front corner of Lots 55 and 46; thence continuing along the northwesterly side of Regent Drive, S. 41-58 W. 90 feet to an iron pin, the point of beginning.

Being the identical property conveyed to the Mortgagor herein by deed of Peter J. Ashy, dated and recorded even date herewith in said R.M.C. Office in Deed Book 1097 at Page 700.

Subject to all restrictions, easements and rights-of-way, if any, affecting the above described property.

This mortgage is junior in lien to that certain mortgage in favor of First Federal Savings & Loan Association recorded in said R.M.C. Office for Greenville County in R.E.M. Book 1458 at Page 748.

DOCUMENTARY
STAMP
MAY 2 1979
\$ 06.00
R.B. 11213

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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