513 N. Main St., Mauldin, S. C.

voi 1402 mai 174

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

WILLIE McABEE,

(hereinafter referred to as Mortgagor) is well and truly indebted unto

BRISCOE ENTERPRISES, d/b/a SHERLOCK HOMES,

(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 Forty One Thousand Seven Hundred Seventy Eight and ----- Dollars (\$ 41,778.40 ; due and payable

in 180 equal monthly installments of \$232.10 each commencing on the 1st day of April, 1979, and continuing on like day thereafter until paid in full

with interest thereon from date at the rate of 12.34%per centum per annum, to be paid: annually.

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 Bobt, 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 seating 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 as-

"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 Dunklin Township, containing one (1.0) acres, more or less, according to a plat of survey made by J. Don Lee, R.L.S., dated September 16, 1967, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the County road adjoining the property belonging to Lewis Johnson, and running thence along the center of said road the following courses and distances: N. 16-15 W. 226.6 feet to a nail and cap; thence N. 74-58 E. 191.3 feet to a nail and cap; thence S. 4-42 E. 259.5 feet to an iron pin; thence S. 79-15 W. 149.6 feet back to the beginning point. This property is bounded on the North, East and South by property of Mr. Pearman Beasley and on the West by the property of Lewis Johnson.

This being the same property conveyed to the Mortgagor herein by deed of Marshall W. Abercrombie, et al., dated 3/29/78 and recorded on 4/3/78 in the RMC Office for Greenville County in Deed Book 1076, at Page 416; and by corrective deed dated 3/6/79 and recorded on  $40 \times 6/979$  in the RMC Office for Greenville County in Deed Book 1/60, at Page \_\_\_\_\_\_\_.

STAMP

Together with all and singular rights, members, herditaments, and oppurtegances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had thereform, 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 tiens 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 whomspaver fawfully claiming the same or any part thereof.

THE SECOND

N