

MORTGAGE OF REAL ESTATE -

VOL 1403 PAGE 402

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.
MAY 4 4 55 PM '79
DONNIE S. TAKKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Dorothy E. Cunningham

(hereinafter referred to as Mortgagor) is well and truly indebted unto Nettie Ruth Holland Riddle

(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 Thirty one thousand one hundred eighty eight and 62/100-----

-----Dollars (\$ 31,188.62) due and payable in seven (7) equal annual installments, the first six each being in the amount of four thousand four hundred fifty five and 52/100 dollars (\$4,455.52), and the final annual installment being in the amount of four thousand four hundred fifty five and 50/100 dollars (\$4,455.50), beginning May 1, 1980, and continuing each and every year thereafter until the entire indebtedness evidenced by this note is paid in full, together with interest thereon from date at the rate of nine (9%) per centum per annum, to be paid: annually on the unpaid principal balance

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 northeastern side of Pollard Road, containing 40.03 acres, and being shown and delineated on a plat entitled "Property of Nettie Ruth Holland Riddle" by Enwright Associates dated April 18, 1972 and recorded in the RMC Office for Greenville County in Plat Book 6-v at page 86, and having the metes and bounds as shown thereon, reference being craved to said plat for a more particular metes and bounds description.

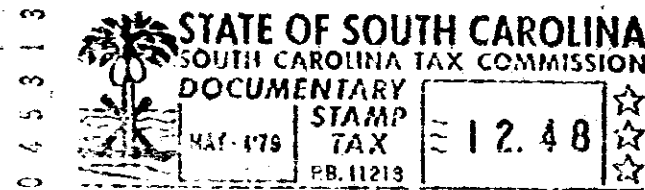
LESS, HOWEVER, approximately three (3) acres previously conveyed by Nettie Ruth Holland Riddle to Jimmy C. Langston in the westernmost corner of said tract by two deeds, the first being recorded December 30, 1974 in the Greenville County RMC Office in Deed Book 1012 at page 368, and the second being recorded November 3, 1975 in said RMC Office in Deed Book 1026 at page 706.

ALSO: All that piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, on the northeastern side of Pollard Road, containing 1.51 acres, and being shown and delineated on a plat entitled "Property of Nettie Ruth Holland Riddle" by Enwright Associates dated April 18, 1972 and recorded in the RMC Office for Greenville County in Plat Book 6-v at page 86, and having the metes and bounds as shown thereon, reference being craved to said plat for a more particular metes and bounds description.

This is the same property conveyed to the mortgagor by deed of Nettie Ruth Holland Riddle dated May 1, 1979 and recorded in the RMC Office for Greenville County in Deed Book 1101 at page 809.

Mortgagee's address is: Route 4, Greenville, SC 29605

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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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