MORTGAGE OF REAL ESTATE-Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Jaw, Greenville, S. C. 1473 (1) 11/2 STATE OF SOUTH CAROLINA 23 Heatherwood Apts. Nortcage Of REAL ESTATE 200 Cavalier Drive TO ALL WHOM THESE PAESINGS MAY CONCERN:

COUNTY OF GREENVILLE

3.H.S

DONNIE'S TANKERSLEY

WHEREAS,

MARVIN F. Labeck

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

PATRICIA W. Labeck

(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

Twenty-one Thousand and No/100-----

Dollars (\$ 21,000.00 due and navable

Three Hundred Fifty and No/100 (\$350.00) Dollars one month from date and Three Hundred Fifty and No/100 (\$350.00) Dollars on the same day of each and every month thereafter until paid in full, bearing no interest, with Marvin F. LaBeck to have the full right to anticipate

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without penalty at any time.

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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dellars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, the Mortgagoe's heirs, 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, being known as Lot 10 on a plat of Rollingwood Subdivision, dated February, 1963, by C. O. Riddle, Surveyor, and recorded in the R.M.C. Office for Greenville County in Plat Book YY, Page Ill, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southern edge of Green Hill Drive, joint front corner of Lots 9 and 10 and running thence with the Southern edge of Green Hill Drive, the following courses and distances: S. 86-21 E. 73.1 feet: S. 72-40 E. 173 feet; S. 80-50 E. 95.7 feet; N. 82-50 E. 95.7 feet to an iron pin at the joint front corners of Lots 10 and 11; thence with the line of Lot 11, S. 17-12 E. 275.5 feet to an iron pin at the joint rear corners of Lots 6, 7, 10 and 11; thence with the line of Lot 7, S. 87-17 $\mbox{W}.$ 302.3 feet to an iron pin at the joint rear corner of Lots 7 and 8; thence with the rear line of Lot 8, N. 66-02 W. 175 feet to an iron pin at the joint rear corner of Lots 8 and 9; thence with the line of Lot 9, N. 10-02 W. 270 feet to an iron pin on the Southern edge of Green Hill Drive, being the point of beginning.

This is the same property conveyed to Marvin F. LaBeck and Patricia W. LaBeck by deed of E. G. Whitmire, Jr. on September 14, 1970, said deed being duly recorded in the R.M.C. Office for Greenville County in Deed Book 899, at Page 4, and is the same property in which a one-half interest was conveyed to Patricia W. LaBeck by Marvin F. LaBeck on May 1, 1974 by deed duly recorded in the R.M.C. Office for Greenville County in Deed Book 998, at Page 251, and is the same property conveyed by Patricia LaBeck to Marvin F. LaBeck by deed recorded in the R.M.C. Office in Deed Book MOS, at Page SS3.

Together with all and singular rights, members, hereditaments, and apportenances to the same belonging in any way incident or apportuning, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumling, and lighting fittings now or hereafter attached, connected, or fitted thereto in any market of their the intention of the parties hereto that all futures agree ent, other than the usual household furniture, he 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 is 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 pointies are free indicter of all less and encumbrances except as provided herein. The Mortgagor further covenants to warrant and for verificial all and singuisting for said provides unto the Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any port to roof.

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