

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

{ DATED THIS 16TH DAY OF APRIL 1979

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

WHEREAS, We, Calvin H. Willis and Ronald A. Murphy
(hereinafter referred to as Mortgagor) is well and truly indebted unto James P. Brockman

(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 Five Thousand, Two Hundred Sixty --

Dollars (\$ 5,250.00) due and payable in equal monthly installments beginning on January 1, 1980, each installment to be in the amount of \$215.75, with interest to begin to be paid on April 1, 1980 at the rate of ten (10) per cent, at which time the mortgagors will thenceforth pay installments for the amount of \$240.62.

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, ON THE WESTERN SIDE OF WHITE HORSE ROAD, near the City of Greenville, and known as Lot No. 3 of the property of Rose W. Pruitt, and according to said plat, has the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of White Horse Road at the joint front corner of Lots Nos. 2 and 3, and running thence with the joint line of said lots, S. 70-1/4 E. 173.5 feet to an iron pin; running thence S. 11-43 E. 157.67 feet to an iron pin; running thence N. 57-32 E. 184.52 feet to an iron pin on the western side of White Horse Road; running thence with the western side of said road, N. 11-38 E. 117.12 feet to an iron pin, the point of beginning, and being the same property conveyed to the grantees by deed of James P. Brockman, dated September 20, 1979, and recorded in Volume 111 at Page 115, NYC Office of Greenville County.

This property is conveyed subject to such rights of way and easements as are of record and further is conveyed subject to the terms, conditions and restrictions as follows:

1. This lot is restricted for one family residential purposes with a minimum of 1,400 square feet of gross living area.
2. That no concrete block house shall be erected.
3. That the building set back line shall coincide with the residences in the immediate area.

CLARENCE E. CLAY, ATTORNEY AT LAW
CLARENCE E. CLAY, ATTORNEY AT LAW
CLARENCE E. CLAY, ATTORNEY AT LAW
CLARENCE E. CLAY, ATTORNEY AT LAW
CLARENCE E. CLAY, ATTORNEY AT LAW

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 convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided for in the Mortgage, further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee, however, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

4328 RV2