

State of South Carolina
Greenville, 29601

GRANTED FILED
JUL 19 1980
S.C.

BOOK 1505 PAGE 158

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

JUL 19 1980
MORTGAGE

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

WHEREAS, Walter G. Anderson and Carol Ann Anderson

(hereinafter referred to as Mortgagor) is well and truly indebted unto the Estate of J. Ed. Hart

(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 **FIFTY-NINE THOUSAND and NO/100** -----

----- Dollars (\$ 59,000.00) due and payable
one year from date, with the right to anticipate in full or in part,
without penalty

with interest thereon from **date** at the rate of **ten** per centum per annum, to be paid: **monthly.**

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**, and **City of Greenville**, known as part of **Lots 4, 5, and 6** on a plat of **Harcourt**, recorded in the **RMC Office** for **Greenville County** in **Plat Book F** at **Page 284**, and, according to a plat dated **May 5, 1980** made by **James Ralph Freeland**, Registered Land Surveyor, having the following metes and bounds, to wit:

BEGINNING at an iron pin on **Harcourt**, joint front corner of **Lots 4 and 5**, and running thence with the curve of **Harcourt**, the chord of which is **N. 1-41 W. 65 feet** to an iron pin; thence **N. 41-10 E. 176.6 feet** to an iron pin; thence **N. 4-19 E. 78.3 feet** to an iron pin on the edge of **Spartanburg Road**; thence along the edge of **Spartanburg Road**, **S. 84-08 E. 346.8 feet** to an iron pin on the edge of **North Church Street**; thence with **North Church Street**, **S. 27-39 W. 32.2 feet** to a point; thence still with **North Church Street**, **S. 47-44 W. 381.3 feet** to an iron pin; thence still with **North Church Street**, **S. 48-04 W. 22.8 feet** to an iron pin; thence **N. 53-51 W. 52.3 feet** to an iron pin; thence **N. 75-13 W. 112.7 feet** to an iron pin on the edge of **Harcourt**, the point of beginning, and containing **1.91 acres**, more or less.

This conveyance is subject to all restrictions, rights-of-way and easements of record or observable from an inspection of the premises.

This property was this day conveyed to the Grantors by **Martha F. Stroud**, as Executor of the Estate of **J. Ed. Hart**, by her deed recorded in the **RMC Office** for **Greenville County** in **Deed Book 1127** at page **452**.

The property is a portion of the residue of the Estate of **J. Ed. Hart**, disposed of by his will dated **August 21, 1972**, of record in the **Probate Court** for **Greenville County** in **Apartment 1314**, **File 20**. **J. Ed. Hart** acquired the property from **Ellen W. Hart** by her deed dated **July 28, 1966**, and recorded in the **RMC Office** for **Greenville County** in **Deed Book 896** at **Page 133** on **August 13, 1970**. **Ellen W. Hart** likewise devised the property to **J. Ed. Hart** by **Item V** of her will, of record in the **Probate Court** for **Greenville County** in **Apartment 1222**, **File 20**. The **Presbyterian Home for Children**, **Talladega, Alabama**, by deed dated _____ and recorded in the **RMC Office** for **Greenville County** this day, has quitclaimed to the Mortgagors all its right, title and interest in portions of **Lot 4** and **Lot 6**.

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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