

Route 7, Sunrise Valley Drive, Greenville, S. C. 29609

APR 15 2 46 PM '81

BOOK 1541 PAGE 326

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

DONNA W. SUMMERSLEY
R.M.C.

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

WHEREAS, RANDALL D. GRICE AND BETTY L. GRICE

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

(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-TWO THOUSAND AND NO/100-----

Dollars (\$ 32,000.00) due and payable

IN One Hundred Twenty (120) equal monthly installments of Five Hundred Sixteen and 28/100 (\$516.28) Dollars per month beginning July 1, 1981 and continuing monthly until paid in full with payments due by the 5th day of each month. with interest thereon from May 15, 1981 at the rate of 15% per centum per annum, to be paid: AS SET OUT ABOVE.

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

ALL that certain piece, parcel or lot of land situate, lying and being in Grove Township, County and State aforesaid and having the following metes and bounds, to-wit:

Commencing at a stake in center of C. & G. Div. of Southern Railway at corner of property of O. D. Poore; thence along center of said railway N. 4-27 E. 300 feet to a stake; thence continuing with said railway, N. 6-27 E. 240 feet to a stake corner of A. M. Payne property; thence along line of A. M. Payne property, N. 88-0 W. 557 feet to an iron pin on the east right of way of State Highway No. 20; thence along east right of way of said Highway, S. 4-0 W. 539.5 feet to an iron pin on line of O. D. Poore property; thence along line of said property S. 88-00 E. 545 feet to the point of beginning. LESS, however, those portions of said property heretofore conveyed by L. S. Payne as set forth in Deed Book 345, Page 427 and Deed Book 966, Page 6, Greenville County RMC Office, and also Deed Book 307, Page 347 conveyed by L. S. Payne. This property is further conveyed subject to the rights of way of the P & N and Southern Railways and to any other easements, rights of way or restrictions of record.

Derivation: Deed Book 1148, Page 154 - Timothy A. Payne and Linda A. Barnett, formerly Linda Payne Offill 5/15/81

STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP
TAX
12.80

400 8 12451801

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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