

MORTGAGE OF REAL ESTATE -

CO. S. C.

BOOK 1564 PAGE 190

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

2012

55 AM '82 MORTGAGE OF REAL ESTATE

ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, CLINTON RAY COX,

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

ROBERT EDWARD MAYS, JR. and LEANNA B. MAYS,

(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

TEN THOUSAND, FIVE HUNDRED AND NO/100-----Dollars (\$ 10,500.00-) due and payable

In 36 equal monthly payments of THREE HUNDRED, FORTY-THREE AND 75/100 (\$343.75) DOLLARS principal and interest, with no penalty for prepayment.

with interest thereon from February 22, 1982 the rate of 11% 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.

ALL that certain piece, parcel or lot of land, situate, lying and being in Greenville County, South Carolina, on the Northwestern side of Moody Bridge Road and having according to a plat of property of Dorothy F. Garrett, et al, recorded in the RMC Office for Greenville County in Plat Book 4L at Page 193 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a point on Moody Bridge Road, joint front corner of parcel containing 92 acres and running with the line of that parcel, N 30-42 W 848 feet to an iron pin; thence N 75-10 E 1960.7 feet to an iron pin on Moody Bridge Road; thence with the road S 26-41 W, 100 feet to a point; thence S 34-33 W 100 feet with the road to a point; thence with the road S 43-58 W 100 feet to a point; thence with the road S 52-40 W 1200 feet to the point of beginning and containing 20 acres more or less.

Being the same property conveyed to mortgagor by deed of Robert Edward Mays, Jr. and Leanna B. Mays of even date to be recorded herewith. This also being the same property conveyed to the mortgagees herein by deed of William H. Jarrard, Jr. and Elaine B. Jarrard, dated April 14, 1980, recorded in the RMC Office for Greenville County in Deed Book 1123 at Page 924

This is a second mortgage, junior in lien to that certain mortgage of Robert E. Mays, Jr. and Leanna B. Mays, mortgagors, unto William Henry Jarrard, Jr., mortgagee, in the amount of \$15,000.00, dated April 14, 1980 and recorded in the RMC Office for Greenville County, in Book 1500 at Page 728, on April 15, 1980 which mortgage is assumed by the mortgagor herein pursuant to an Assumption Agreement of even dated between mortgagor herein and William Henry Jarrard, Jr., recorded in the Greenville County RMC Office even date.

It is hereby expressly agreed by the parties hereto that the mortgagor shall have the right of anticipation and prepayment without penalty.

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STATE OF SOUTH CAROLINA
DOCUMENTARY STAMP
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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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