Taylors, S.C. MORTGAGE OF REAL ESTATE.

29687

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLER:

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TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Amcorp, Inc. R. H.C. ERSLEY

(hereinafter referred to as Mortgagor) is well and truly indebted unto Joe L. Whaley

(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 and no/100

Dollars (\$ 5,000.00) due and payable

Interest only to be paid at six month intervals beginning September 15, 1982 and continuing every six months until March 15, 1984 at which time the principal balance and all accrued interest shall be due and payable.

with interest thereon from March 16, 1982 at the rate of twenty (20%) per centum per annum, to be paid: March 15, 1984

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 Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe at and before the scaling 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, 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 the City of Greenville, County of Greenville, State of South Carolina, being a major portion of Lot No. 81 on plat of VISTA HILLS SUBDIVISION recorded in the R.M.C Office for Greenville County, S.C.; in Plat Book P at Page 149, and having according to said plat and a recent survey made by T. C. Adams, Engineer, December, 1958, the following metes and bounds, courses and distances, to-wit:

BEGINNING at an iron pin on the southeast side of Ashford Avenue, the joint front corner of Lots Nos. 81 and 82; thence with a new line through Lot No. 81, S. 31-21 E. 160.2 feet to an iron pin; thence S. 55-46 W. 62 feet to an iron pin, corner of Lot No. 80; thence with the line of said lot, N. 34-14 W. 160 feet to an iron pin on the southeast side of Ashford Avenue; thence with the southeast side of said Avenue, N. 55-46 E. 70 feet to the beginning corner.

This conveyance is made subject to any and all existing restrictions, easements, rights-of-way, zoning ordinances and restrictions or protective covenants that may appear of record, on the recorded plat(s) or on the premises.

This is the same property conveyed to Mortgagor herein by general warranty deed of All American Associates, Inc. recorded in Deed Book $\frac{1/6}{9}$ at Page 250 on the 23 day of March , 1982 in the R.M.C. Office for Greenville County.

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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 wall 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 Modgagor covenants that it is lawfully seized of the premises heireinabove 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

GREENVILLE OFFICE SUPPLY CO. INC.

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