

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

GREENVILLE

NO. 1015 - 34

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Milton Shockley, Jr.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Marion W. Fore, Jr., Ind. & as Admin. and Caroline F. Poon

(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

TWENTY-SIX THOUSAND FIVE HUNDRED AND NO/100 ..... Dollars (\$ 26,500.00 ) due and payable

First payment due on or before January 1, 1984, in the amount of \$5,000.00 and the balance due on or before January 1, 1985.

with interest thereon from date at the rate of ten per centum per annum, to be paid: on the unpaid balance from time to time remaining.

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 known and designated as the below lots of a subdivision known as Holtzclaw Estates of the property of M. W. Fore, plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book GG, at Page 147, to which said plat is craved for a metes and bounds description. This property is conveyed subject to restrictions, easements, or rights of way, if any, of record.

This is a portion of the property conveyed to M. W. Fore by the following deeds:

- Lot 104, recorded in Deed Book 597, at Page 81, on April 22, 1958;
- Lot 101, recorded in Deed Book 675, at Page 522, on May 9, 1961;
- Lot 73, recorded in Deed Book 609, at Page 329, on October 29, 1958;
- Lot 65, recorded in Deed Book 664, at Page 243, on December 2, 1960;
- Lots 8, 33, 44, and 83, recorded in Deed Book 642, at Page 189, on January 11, 1960;
- Lots 6, 14, 19, 22, 37, 53, 54, 67, 70, 77, and 79, recorded in Deed Book 641, at Page 435, on December 30, 1959;
- Lots 16 and 92, recorded in Deed Book 665, at Page 221, on December 19, 1960;
- Lots 18 and 90, recorded in Deed Book 612, at Page 221, on December 11, 1958;
- Lots 28 and 35, recorded in Deed Book 640, at Page 527, on December 16, 1959;
- Lots 31, 50, 84, and 105, recorded in Deed Book 682, at Page 29, on September 9, 1961;
- Lots 45, 85, 86, and 87, recorded in Deed Book 666, at Page 359, on January 11, 1959;
- Lots 88 and 89, recorded in Deed Book 641, at Page 155, on December 22, 1959;
- Lots 94 and 95, recorded in Deed Book 655, at Page 315, on July 19, 1960.

WHEREAS, M. W. Fore died testate February 3, 1969, as will appear by his Will proven in common form and filed in the Probate Court for Greenville County at Apartment 1075, file 23, naming as his sole heir, Aubrey C. Fore; that Aubrey C. Fore died intestate May 9, 1971, leaving as her sole heirs at law, Marion W. Fore, Jr. and Caroline E. Fore, a/k/a Caroline F. Poon, the grantors herein, as will appear more fully in the Probate Court for Greenville County at Apartment 1181, file 2.

This is the same property conveyed to Milton Shockley, Jr. by deed of Marion W. Fore, Jr. and Caroline F. Poon dated the 22 day of June, 1983, and recorded on the 26 day of July, 1983, in Deed Book 1191, at Page 858.

The following lots are herewith released from this mortgage: 44, 45, 85, 86, 87, and 88.

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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