

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
GREENVILLE CO. S.C.

MORTGAGE OF REAL ESTATE

FEB 29 12 12 PM '84 TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY  
R.M.C.

WHEREAS,

We, JAMES H. DRAKE, JR. & MARTHA J. DRAKE,

(hereinafter referred to as Mortgagor) is well and truly indebted unto D. F. JOHNSON & GWENDOLYN JOHNSON

(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

\$569.38 per month for 20 years, payments applied first to interest, balance to principal, with first payment to be April 1, 1984,

with interest thereon from date at the rate of 10% 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 here by 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, on southeasterly side of Ladbroke Road, near the City of Greenville, designated as Lot No. 368 on plat of Del Norte Estates, Section III, as recorded in RMC Office for Greenville County in Plat Book 4N, page 14, and having according to said plat the following metes and bounds to wit:

BEGINNING at iron pin on southeasterly side of Ladbroke Road, Joint front corner Lots 368 & 369, and running thence along said road N. 43-30 E. 120 feet to iron pin; thence N. 85-06 E. 37.35 feet to iron pin on southwesterly side of Welsyn Court; thence along said court S. 53-18 E. 70.85 feet to iron pin; thence continuing along said court S. 1-33 E. 13.15 feet to iron pin, joint front corner Lots 367 & 368; thence along common line of said lots S. 39-45 W. 135.7 feet to iron pin in line of Lot 369; thence along line of Lot 369 N. 52-16 W. 113.8 feet to iron pin, point of beginning.

This being same property conveyed to the Mortgagors herein by deed of Richard L. and Judith L. Young recorded March 26, 1981, in Deed Book 1145, page 85.

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STATE OF SOUTH CAROLINA  
SOUTH CAROLINA TAX COMMISSION  
DOCUMENTARY  
FEB 29 84 STAMP TAX 23.60  
PB 11215

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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