

MORTGAGE OF REAL ESTATE

503 Overbrook

Law Offices of Brissey, Lathan, Payne, Smith and Sorbace, P.A.

711417 11/03/79

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

DEC 16 AM '79
H.C. ERSLEY

MORTGAGE OF REAL ESTATE

ALL OTHER INSTRUMENTS MAY CONCERN

WHEREAS, Hill's Enterprises, a General Partnership

(hereinafter referred to as Mortgagor) is well and truly indebted unto Hilda C. Russ

(hereinafter referred to as Mortgagee, as evidenced by the Mortgagor's promissory note (or even date hereof), the terms of which are incorporated herein by reference, in the sum of

Nine thousand one hundred and 00/100-----Dollars (\$ 9,100.00) due and payable

in equal consecutive monthly installments each in the amount of \$84.90 beginning September 1, 1979 and continuing in a like amount each and every month thereafter for a period of ten years, at which time the remaining principal balance, together with any accrued interest shall be due and payable in full with interest thereon from date at the rate of 9 1/4 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, on the northeastern side of Overbrook Road and being the southwestern quarter of Lot 45 as shown on a plat of property of the Overbrook Land Company, plat made by H. O. Jones, Engineer, September 17, 1913 and recorded in the RMC Office for Greenville County in Plat Book E at page 252, and being more recently shown on a plat of Property of Hill's Enterprises, by Carolina Surveying Co. dated August 16, 1979 and recorded in said RMC Office in Plat Book 7M at page 80, reference being craved to the more recent plat for a more particular metes and bounds description.

This is the same property conveyed to the mortgagor by deed of Hilda C. Russ dated August 17, 1979 and recorded in the RMC Office for Greenville County in Deed Book 1109 at page 878.

The mortgagee's address is: 501 Confederate Circle, Taylors, SC 29687

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RECORDED IN THE RMC OFFICE FOR GREENVILLE COUNTY, SOUTH CAROLINA
INDEXED
AUG 22 1979

Together with all and singular rights, tenements, tenures, and appurtenances thereto in any way incident or appertaining, and all of the rents, issues, and profits which may lawfully be had herefrom, and in addition, all things, plants, trees, and growing 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.

HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereunto described in fee simple, absolute, that it has good right and is lawfully authorized to sell, convey or otherwise dispose of the same, and that the Mortgagee shall have the benefit of all the usual covenants, except as provided herein. The Mortgagor further covenants to warrant and defend the title and singular tenements and premises into the Mortgagee forever, from and against the Mortgagor and all persons who may lawfully claim or have any interest therein.

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