STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

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685

MORTGAGE OF REAL ESTATE

O ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, DRS. CHAPMAN & SIMMONS, P.A.

(hereinaster referred to as Mortgagor) is well and truly indebted unto WILLIAM R. CHAPMAN AS TRUSTEE FOR CHAPMAN & SIMMONS, P.A. PROFIT SHARING PLAN UNDER AGREEMENT FEBRUARY 1, 1970 ENTERED INTO BETWEEN WILLIAM R. CHAPMAN AS TRUSTEE AND CHAPMAN & SIMMONS, P.A. (hereinaster 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 Thirty-Five Thousand Three Hundred and 00/100-

as follows: With interest from date on the unpaid balance at the rate of 11 1/2% per annum, to be paid at the rate of \$350.00 per month, which shall be applied first to interest and then to principal, beginning December 1, 1979. On May 1, 1984, the entire remaining principal balance, together with any unpaid interest shall be paid in full.

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, City of Greenville, on the northwest side of Cleveland Court, being shown as Lot 6 on plat of Professional Park-on-Cleveland made by Campbell & Clarkson, Surveyors, dated December 27, 1971, revised February 15, 1972, recorded in the RMC Office for Greenville, S. C. in Plat Book 4-S, Page 49 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwest side of Cleveland Court at the joint front corner of Lots 5 and 6 and runs thence along the line of Lot 5 N. 52-41 W. 154.2 feet to an iron pin; thence N. 23-24 W. 85 feet to an iron pin; thence N. 11-00 W. 25.6 feet to an iron pin; thence S. 66-36 W. 127.2 feet to an iron pin; thence S. 57-01 E. 164.1 feet to an iron pin; thence S. 32-59 W. 20 feet to an iron pin; thence S. 57-01 E. 90 feet to a point on the curve of Cleveland Court; thence following the curve of Cleveland Court (the chord being S. 79-49 E. 40.2 feet) to a point on the northwest side of Cleveland Court; thence continuing along Cleveland Court N. 66-36 E. 39.1 feet to the beginning corner.

This conveyance is subject to all restrictions, set back lines, roadways, easements, rights of way, zoning easements, if any, affecting the above described property and to the restrictive covenants applicable to Professional Park-on-Cleveland recorded in the RMC Office for Greenville, S. C. in Deed Book 960, Page 587.

And being the same tract of land conveyed to Mortgagor by William R. Chapman as Trustee for Chapman & Simmons, P.A. Profit Sharing Plan under agreement February 1, 1970 entered into between William R. Chapman as Trustee and Chapman & Simmons, P.A. by Deed dated November 29 , 1979, and recorded in the RMC Office for Greenville, S. C. on Ray 7 , 1980, in Deed Book 1118 at Page 449.

DOCUMENTARY STAMP

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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