LAW OFFICES OF

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

LATHAN, FAYSSOUX, SMITH & BARBARE, P.A., GREENVILLE, SOUTH CAROLINA

Out 20 60. S. C. 800 1321 FASE 318 DONNIL STANKERSLEY

MORTGAGE OF REAL ESTATE

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ALL WHOM THESE PRESENTS MAY CONCERN:

John D. Nix and Rebecca Nix WHEREAS,

(hereinaster referred to as Mortgagor) is well and truly indebted unto William D. (Bill) Surett

(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 Seven thousand six hundred and 00/100-----

----- Dollars (\$ 7,600.00 in equal consecutive monthly installments each in the amount of One hundred and 00/100 (\$100.00) Dollars beginning November 10, 1980 , and shall continue in a like amount each and every month thereafter until the entire indebtedness is paid in full. All interest not paid when due to bear interest at same rate as principal. All payments to be applied first to interest and the balance to principal, with interest thereon from date at the rate of 9.9 per centum per annum, to be paid: not sooner paid, this note shall be fully paid on October 10, 1990, with the final payment being in the amount of \$102.92.

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, the Mortgagee's heirs, 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 western side of Chestnut Ridge Road, and containing 4.97 acres as shown on Plat of Property of John D. and Rebecca Nix by Terry T. Dill, Surveyor, dated September 19, 1980 and recorded in the RMC Office for Greenville County in Plat Book g-H at page f, reference being craved to said plat for a more particular metes and bounds description.

This is the same property conveyed to the mortgagors by deed of William D. (Bill) Suratt, same as William D. (Bill) Surett, recorded in the RMC Office for Greenville County in Deed Book 1/35 at page 8/5 on October 20, 1980.

The mortgagee's address is: Box 306, Bergman, Arkansas

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 is 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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