Mortgagee's address: A Spinicke William, Chambelle, S.C. 29605

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

18" M 25 or

MORTGAGE OF REAL ESTATE

260x1517 HASE 135

RSLET ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Apex Enterprises, A South Carolina General Partnership composed of James D. Clardy and James R. Clardy, Jr.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Terry M. Richardson

as per the terms of that promissory note dated July 17, 1981

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 aforesaic Sabt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, 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

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, lying on the northern side of Eleventh Street, being shown and designated as Lot No. 63 on a plat of Judson Mills Village, Section 5, made by Dalton & Neves, Engineers, dated February, 1940, and recorded in the RMC Office for Greenville County, S.C., in Plat Book K at Pages 33 and 34, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Eleventh Street at the joint front corners of Lots Nos. 63 and 64, of Section 5 (said iron pin being located 214 feet east from the northeastern corner of the intersection of Eleventh Street with Neubert Avenue), and running thence with the line of Lot No. 64, N. 1-55 W. 90 feet to an iron pin; thence with the back line of Lot No. 54, N. 88-05 E. 70 feet to an iron pin; thence with the line of Lot No. 62, S. 1-55 E. 90 feet to an iron pin on the northern side of Eleventh Street; thence with the northern side of Eleventh Street, S. 88-05 W. 70 feet to an iron pin, the beginning corner.

THIS being the same property conveyed to the mortgagor herein by deed of the mortgagee herein as recorded in Deed Book 1152 at Page 6, in the RMC Office for Greenville County, S.C., on July 20, 1981.



Together with all and singular rights, members, herditaments, and oppurtegances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had thereform, 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever fawfully claiming the same or any part thereof.

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