MORTGAGE OF REAL ESTATE prepared by E. Randolph Stone, Attorney at Law, 124 Broadus Avenue, Greenville, S.C. 29601 PURCHASE MONEY MORTGAGE BOOK 1551 PAGE 765 STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE GREENVILLE CO. S. C. WHEREAS, I, Thomasp Mt Tucker, **MORTGAGE OF REAL ESTATE** 

Chereinafter referred to as Mortgagor) is well and Rull indebted unto Johnnie W. Murrell, Abner B. Murrell, Dollars (\$ 53,000.00 ) due and payable as setout in said note. The entire unpaid balance of principal and interest will be due and payable on August 28, 1986, pursuant to said note.

with interest thereon from date at the rate of per centum per annum, to be paid:

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 considcration 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 heirs, successors and assigns:

ALL that piece, parcel or lot of land situate, lying and being in Greenville County, South Carolina, on the westerly side of Murrell Drive and having the following metes and bounds according to a plat of "Survey For J.F. Murrell Estate", dated March 30, 1981, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 8-K at Page 72. BEGINNING at a railroad spike in the center of Murrell Road and running thence along a line of property of Alice R. Tripp N 2-33-31 W 849.96 feet to an old iron pin; thence along a line of property of Johnson Enterprises, Inc. N 12-53-09 W 469.90 feet to an I.P.P.; thence along a line of Johnson Enterprises, Inc. N 40-45 E 125.00 feet to an I.P.P.; thence continuing along said Johnson Enterprises, Inc. property N 32-30 E 177.00 feet to an old iron pin; thence continuing along said Johnson Enterprises, Inc. property N 53-15 E 179.95 feet to an old iron pin; thence along a line of property of Charles A. Warth S 64-45 E 90.00 feet to an old iron pin; thence along a line of property of Frank P. Hammond N 80-15 E 157.50 feet to an I.P.P.; thence S 0-21-27 E 287.58 feet to an I.P.P.; thence S 66-50 W 8.78 feet to an old iron pin; thence S 5-04-05 W 79.50 feet to an I.P.P.; thence along a line of property of J.F. Murrell Estate S 52-33 W 226.2 feet to an I.P.P.; thence along a line of property of J.F. Murrell Estate S 42-43 E 162.81 feet to a N.&C.P. in the center of Murrell Drive; thence along the center of Murrell Drive the following courses and distances: S 35-54-24 W 88.48 feet to a N.&C.P., thence S 26-37-06 W 106.07 feet to a N.&C.P., thence S 10-34 W 102.75 feet to a N.&C.P., thence S 11-23-12 E 81.59 feet to a N.&C.P., thence S 17-21-18 E 182.29 feet to a N.&C.P., thence S 7-40-06 E 100 feet to a N.&C.P., thence S 6-45-54 W 100 feet to a N.&C.P thence S 9-21-06 W 100 feet to a N.&C.P., thence S 13-41 W 168.17 feet to a N.&C.P. in the center of the intersection of Murrell Road and Murrell Drive; thence along the center of Murrell Road S 80-48-14 W 233.05 feet to the beginning corner and being the same property conveyed to the mortgagor by the mortgagees herein by a Deed dated August 27, 1981, and recorded herewith.

It is specifically understood that the mortgagor has the right to prepay the entire amount or any lesser portion thereof due on the note which this mortgage secures at any! time without penalty.

The mailing address of the mortgagees is: c/o John W. Murrell, 910 Marue Drive, Greenville, S.C.

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Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all the reats, 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.

The Mortgagor further covenants and agrees as follows:

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That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of times, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any somether loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.