p. ERSLEY

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

## MORTGAGE OF REAL ESTATE TO ALL WHOM THESE PRESENTS MAY CONCERN:

MONSIGNOR ANDREW K. GWYNN, INC. WHEREAS.

(... J. v.

(hereinaster referred to as Mortgagor) is well and truly indebted unto SAMUEL B. GAINES

(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 TWENTY THOUSAND AND NO/100-----

----- Dollars (\$ 20,000.00 ) due and payable IN FOUR (4) annual installments of Five Thousand and No/100 (\$5,000.00) Dollars per year plus interest of Thirteen (13%) percent per annum on the unpaid principal balance beginning November 24, 1982 and continuing yearly until paid in full.

with interest thereon from Nov. 24, 1981 at the rate of 13 % per centum per annum, to be paid: AS SET OUT ABOVE

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** 

ALL that certain piece, parcel or lot of land, situate, lying and being in the County of Greenville, State of South Carolina, and being shown and designated as 2.422 acres on a plat of Property of Samuel B. Gaines recorded herewith in Plat Book  $\S-V$  at Page 32, R.M.C. Office, Greenville County, South Carolina, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Parkins Mill Road at the joint front corner of property of Miner Saw Works, Inc., and said 2.422 acre tract, said iron pin being located 687.4 feet, more or less, from Nursery Road, and running thence with said common line S. 83-10 W. 379.91 feet to an iron pin; thence running N. 37-05 E. 279.1 feet to an iron pin; thence running N. 21-58 W. 194.7 feet to an iron pin; thence running S. 86-58 E. 320.69 feet to an iron pin; thence running with Parkins Mill Road S. 6-25 W. 342.98 feet to the point of beginning.

Derivation: Deed Book 1159, Page 11/24/81

THERE shall be no penalty for prepayment on this Mortgage.

1.12.

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.

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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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**《李文章》(李文章)**