

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

BOOK 1569 PAGE 361
MAY 11 1982
NICHOLS

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Malcolm Aticus Leopard, Jr., of 1509 West Parker Road, Greenville, S.C., 29611, (hereinafter referred to as Mortgagor) is well and truly indebted unto William C. Nichols and Mazel M. Nichols, 1507 West Parker Road, Greenville, S.C. 29611,

(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 Eighteen Thousand and No/100----- Dollars (\$ 18,000.00) due and payable in one hundred forty-four (144) equal, monthly installments of One Hundred Twenty-Five (\$125.00) Dollars each, commencing June 10, 1982, and continuing on the 10th day of each month until 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, being known and designated as part of Lots 6 and 7 on plat of Block C, Hughes Heights, made by Pickell & Pickell, February 28, 1955, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book GG, at Pages 122 and 123, and being more particularly described according to a plat entitled Property of Malcolm Aticus Leopard, Jr., made by Carolina Surveying Co., July 15, 1976, as follows:

BEGINNING at an iron pin on the southwestern side of West Parker Road and running thence along the common line of Lots 6 (eastern and western portions), S. 23-49 W. 258.6 feet to an iron pin; thence along the northeastern side of Service Drive, N. 56-30 W. 75.6 feet to an iron pin; thence along the common line of eastern and western portions of Lot 7, N. 23-49 E. 249.3 feet to an iron pin on the southwestern side of West Parker Road; thence along the said West Parker Road, S. 63-33 E. 75.0 feet to an iron pin, the point of beginning.

This is the same property conveyed to Malcolm Aticus Leopard, Jr., by deed of Ronald F. Mulligan, dated July 23, 1976, and recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1040, at Page 150.

The lien of this mortgage is junior and inferior in lien to that mortgage given to Cameron-Brown Company as more fully appears by reference to the records of the RMC Office for Greenville County, South Carolina, as found in REM Book 1373, at Page 598, and rerecorded at 1375 at 253

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STATE OF SOUTH CAROLINA
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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 of all 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 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 Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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