

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE

Vol 1872 Page 278

TO ALL WHOM THESE PRESENTS MAY CONCERN:

FILED
JUL 12 2 05 PM '84
DONALD W. BOYLEY

WHEREAS, David Mruz and Sue Ann Mruz

(hereinafter referred to as Mortgagor) is well and truly indebted unto Ben P. Littleton

(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 Nineteen Thousand, Five Hundred

Dollars (\$ 19,500.00) due and payable

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

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, containing 5.0 acres according to a survey prepared for Ben P. Littleton and Virginia H. Littleton by Williams & Plumblee, Inc., dated April 21, 1981, and recorded in the RMC Office for Greenville County in Plat Book 8K, Page 89, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of Woodruff Road, being 0.4 miles, more or less, to the intersection with Gresham Road and running thence S 22-56 W 606.9 feet to an iron pin; thence running N 81-40 W 346.0 feet to an iron pin; thence running N 22-43 E 764.7 feet to an iron pin in the center of Woodruff Road; thence running along the center of Woodruff Road, S 55-16 E 345.0 feet to an iron pin, being the point of beginning, said Tract containing 5.00 acres net.

DERIVATION: This being the same property conveyed to Mortgagor herein by deed of Ben P. Littleton and Virginia H. Littleton as recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1216, Page 171, on July 2, 1984.

This mortgage is junior and second in lien to that certain note and mortgage given to Charter Mortgage Company, said mortgage being recorded in the RMC Office for Greenville County, South Carolina, in Mortgage Book 1539, Page 172 on April 24, 1981.

Mortgagor agrees that this mortgage and the note secured hereby shall become immediately due and payable upon transfer of the within described property by Mortgagor.

STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP
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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 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 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.

1872 278

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