

COMMISSION NO. 22
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

JUN 21 12 10 PM '73
DONNIE S. TANKERSLEY
R.M.C.

BOOK 1282 PAGE 245

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

WHEREAS, James R. Gore

(hereinafter referred to as Mortgagor) is well and truly indebted unto Roy Burry

(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

Twelve Thousand Five Hundred and No/100 Dollars (\$ 12,500.00) due and payable

in equal, successive semi-annual payments of \$1,000.00 each until paid in full, with interest on the unpaid principal balance, the first such payment to be due and payable July 1, 1973 and subsequent payments due and payable on the first day of July and January thereafter until paid in full, with interest thereon from date at the rate of six (6%) per centum per annum, to be paid: semi-annually

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 PIECE, PARCEL OR LOT OF LAND, WITH THE IMPROVEMENTS THEREON, LOCATED ON THE NORTHERN SIDE OF CEDAR LANE ROAD IN THE COUNTY OF GREENVILLE, STATE OF SOUTH CAROLINA, BEING SHOWN AS A PORTION OF LOT 5 OF N. A. HOWARD ESTATE ACCORDING TO PLATS RECORDED IN THE R.M.C. OFFICE FOR GREENVILLE COUNTY, S. C. IN PLAT BOOK Q, PAGE 87, AND PLAT BOOK UU, PAGE 149B, AND BEING MORE FULLY DESCRIBED AS FOLLOWS:~~

All that piece, parcel or lot of land, with the improvements thereon, located on the northern side of Cedar Lane Road in the County of Greenville, State of South Carolina, being shown as a portion of Lot 5 of N. A. Howard Estate according to plats recorded in the R.M.C. Office for Greenville County, S. C. in Plat Book Q, Page 87, and Plat Book UU, Page 149B, and being more fully described as follows:

BEGINNING at a point on the northern side of Cedar Lane Road, which point is N. 70-20 W. 43.1 feet from the joint corner of Lots 4 and 5; running thence with the line of property heretofore conveyed to Wallace E. Turner by deed recorded in Deed Book 829, Page 21, N. 23-46 E. 283.5 feet, more or less, to a point in the rear corner of said Turner property; running thence with the rear line of Lot 5, S. 84-40 E. 30.125 feet to the joint rear corner of property herein conveyed and property formerly conveyed to M.S.T. Development Corporation by deed recorded in Deed Book 871, at Page 138; running thence with the line of said property S. 24-50 W. 290 feet to a point on the northern side of Cedar Lane Road, which point is N. 70-20 W. 22 feet from the joint front corner of Lots 4 and 5; thence with the northern side of Cedar Lane Road, N. 70-20 W. 21.1 feet to the beginning corner.

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.

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.