

FILED GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MAR 21 4 02 PM '79
DONALD S. TANKERSLEY
R.M.C.

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

WHEREAS, JEFFERY L. LYNN AND KAREN W. LYNN

(hereinafter referred to as Mortgagor) is well and truly indebted unto JAMES L. LYNN

(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

Six thousand and no/100-----Dollars (\$ 6000.00) due and payable

with interest thereon from April 1, 1979 at the rate of 8% per centum per annum, to be paid:

\$72.80 each month for a period of 10 years.

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, in Chick Springs Township, located near Pleasant Grove Baptist Church known as Lot No. 36 on a plat of property made for J. M. Mattox Estate, by H. S. Brockman, Surveyor, dated November 6, 1952, and amended February 25, 1956, recorded in Greenville County R. M. C. Office in Plat Book 549, at page 490, and having the following metes and bounds according to said plat, to wit:

BEGINNING at a stake at the joint corner of Lots 12 and 36 on the south side of a newly cut street and running thence along the south side of said street, N. 85-19 W. 200 feet to the intersection of another newly cut street; thence S. 4-41 W. 100 feet along the east side of said road to a stake at the corner of Lot 37; thence S. 85-19 E. 200 feet along the line of Lot 37 to the joint corner of Lots 12, 11 and 37; thence N. 4-41 E. 100 feet to the beginning corner.

This conveyance is made subject to all rights-of-way, easements, and restrictions, if any, of record, on recorded plats, and on the premises.

This is the same property conveyed to the Grantors by deed from Samuel Leon Martin and Mildred Ann Martin, recorded in the R. M. C. Office for Greenville County in Deed Book 879 at page 358 on November 14, 1969 and the same property conveyed to James L. Lynn by Rudy Martin, recorded in the R. M. C. Office for Greenville County in Deed Book 1054 at page 254 on April 7, 1977.

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
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 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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