

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.
MAY 23 2 45 PM '79
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

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TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, William D. Gary and Shirley P. Gary

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

Paul A. Jordon
329 Suber Road
Greer, South Carolina 29651

(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 Seven Thousand Two Hundred Fifty and no/100 Dollars (\$7,250.00) due and payable

in monthly installments in the amount of One Hundred Thirty-Four and 33/100 (\$134.33) for the term of six (6) years (which includes interest at the rate of 10%)

with interest thereon from date at the rate of 10% per centum per annum, to be paid: included in monthly installments.

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, O'Neal Township, located about two miles East of Sandy Flat, on Carole Drive and being shown as all of lots Four (4) and Five (5) on a plat of property entitled Blue Ridge Heights, recorded in plat book EEE page 69, Greenville County, R.M.C. Office made by John A. Simmons, surveyor, dated October 15, 1960 and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southwest side of Carole Drive at the joint front corner of lots 5 and 6 and running thence S. 26-45 W. 200 feet to a point on the line of lot 3; thence S. 63-15 E. 195.2 feet along the line of lot 3 to point on the western side of Highway No. S. 23-140; thence with the said highway the following metes and bounds; N. 42-35 E. 92.9 feet, N. 55-30 E. 107 feet, N. 66-00 E. 19.7 feet to the corner of Carole Drive; thence N. 63-15 W. 284.2 feet along the western side of Carole Drive to the beginning corner.

The within property is conveyed subject to certain restrictions executed and recorded by a prior Grantor.

This conveyance is also subject to the right-of-way of the streets and highways.

This is the same property conveyed to William Gary by deed of Paul A. Jordon on May 22, 1979 and duly recorded in the R.M.C. Office for Greenville County on May 29, 1979 in Deed Book 1103 at page 508.

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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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