

29 Dempsey St
Lot 7
Greenville, S.C. 29605
*
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S.C.
MAR 10 12 23 PM '80
DONNIE JANKERSLEY
R.M.C.

BOOK 1497 PAGE 610

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, David B. Mann,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Doris F. Rudolph,

(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 Twenty-Seven Thousand Eight Hundred and No/100-----

----- Dollars (\$ 27,800.00) due and payable according to the terms of note dated January 31, 1980.

with interest thereon from date at the rate of Eight per centum per annum, to be paid: monthly

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, designated as Lot No. 46 in the Subdivision known as Cherokee Park, according to a plat of record in the R. M. C. Office for Greenville County in Plat Book C, at Page 96, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Keowee Avenue, joint eastern corner of Lots Nos. 45 and 46, and running thence with Keowee Avenue, S. 28-09 W. 60 feet to an iron pin, joint eastern corner of Lots Nos. 46 and 47; thence with the dividing line of said lots, N. 68-32 W. 172.8 feet to a 15 foot alley; thence with said alley, N. 27-28 E. 60 feet to an iron pin, joint rear corner of Lots Nos. 45 and 46; thence with the line of said lots, S. 68-32 E. 173 feet to the beginning corner.

THIS being the same property conveyed to the mortgagor by the mortgagee, by deed dated ^{MARCH 2} ~~January 21~~, 1980, and to be recorded simultaneously herewith in Deed Book 1121, at Page 847, in the R. M. C. Office for Greenville County.

STATE OF SOUTH CAROLINA
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R.M.C.

RECORDED
MAR 10 1980

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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