

MORTGAGE OF REAL ESTATE -

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
OCT 17 11 27 AM '80
DONNIE STANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

BOOK 1521 PAGE 185

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, RICHARD E. BOYLES AND OZIE J. BOYLES

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

(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 FOUR HUNDRED TWO AND 79/100

Dollars (\$) 402.79) due and payable

over a one (1) year period with monthly installments of Thirty-Five and 41/100 (\$35.41) due on the 1st day of each month beginning November 1, 1980 and due on the same date each month thereafter until paid in full.

with interest thereon from November 1, 1980 at the rate of Ten (10) 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.

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, known as Lots 42, 43, 44 and 46 as shown on a plat of Howard Heights as surveyed by J.W. and J.R. Crawford of Clinton, SC, licensed surveyors, said lots are located on or about Howard Drive in Fairview Township, Greenville County, SC with metes and bounds, as follows:

Lot No. 42:

BEGINNING at an iron pin at the corner of Lots Nos. 41 and 42 facing an unnamed street and running thence N 17 W 80 feet to an iron pin at the corner of Lots Nos. 42 and 46; thence N 73 E 140 feet to an iron pin at the corner of Lots Nos. 42, 43, 44 and 46; thence S 17 E 80 feet to an iron pin at the corner of Lots Nos. 40, 41 and 42; thence S 73 W 140 feet to the starting point.

Lot No. 43:

BEGINNING at an iron pin at the corner of Lots Nos. 43 and 44 facing Howard Drive and running thence S 17 E 80 feet to an iron pin at the corner of Lots Nos. 40 and 43; thence S 73 E 140 feet to an iron pin at the corner of Lots Nos. 40, 41, 42 and 43; thence N 17 W 80 feet to an iron pin at the corner of Lots Nos. 42, 43, 44 and 46; thence N 73 W 140 feet to the starting point.

Lot No. 44:

BEGINNING at an iron pin at the corner of Lots Nos. 43 and 44 facing Howard Drive and running thence N 17 W 80 feet to an iron pin at the corner of Lots Nos. 44 and 45; thence S 73 W 140 feet to an iron pin at the corner of Lots Nos. 44, 45, and 46; thence S 17 E 80 feet to an iron pin at the corner of Lots Nos. 42, 43, 44 and 46; thence N 73 E 140 feet to the starting point.

Lot No. 46:

BEGINNING at an iron pin at the corner of Lots Nos. 42 and 46, facing an unnamed street and running thence S 17 E 45 feet to an iron pin at the corner of intersection of two unnamed streets; thence S 59 W 145 feet to an iron pin at the corner of Lots Nos. 44, 45 and 46; thence N 17 W 80 feet to an iron pin at the corner of Lots Nos. 42, 43, 44 and 46; thence N 73 W 140 feet to the starting point.

This is the identical property conveyed to the mortgagors by deed of Paul G. Jones, Jr. and Laddie L. Jones recorded in Deed Book 945 at Page 141 in the RMC Office for Greenville County on May 31, 1972.

STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP
\$ 00.20

Together with all and singular rights, members, hereditaments, and appurtenances to the same, 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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