

MORTGAGE OF REAL ESTATE -

STATE OF SOUTH CAROLINA }
COUNTY OF Greenville }
DONNIE S. TANKERSLEY
R.M.C.

FILED
GREENVILLE CO. S. C.
MAR 13 3 50 PM '81

MORTGAGE OF REAL ESTATE

BOOK 1529 PAGE 952

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, we, M. T. Landreth and Henry T. Hopkins
(hereinafter referred to as Mortgagor) is well and truly indebted unto Vivian W. Kilpatrick and Fred T. Harvell

(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

FIFTY THOUSAND AND NO/100 - - - - - Dollars (\$ 50,000.00) due and payable

\$606.64 per month, commencing February 5, 1981 and continuing at the rate of \$606.64 on the 5th day of each month thereafter until paid in full, with each payment applied first to interest and balance to principal with interest thereon from date at the rate of 8% 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, Gantt Township and having, according to a survey entitled "Property of Fred T. Harvell and Jess B. Kilpatrick" prepared by Carolina Engineering & Surveying Co. dated March 2, 1968 and recorded in the RMC Office for Greenville County in Plat Book XXX, at page 55, the following metes and bounds, to wit:

BEGINNING at an iron pin on the Northern side of Old Anderson Road at the corner of property one time owned by Cochran and running thence N. 31-10 W. 410.6 feet to an iron pin; thence S. 66-45 E. 321.6 feet to an iron pin; thence S. 18-18 E. 209 feet to an iron pin on the Northern side of Old Anderson Road; thence with said road, S. 80-25 W. 150.5 feet to the beginning corner. Said property is further identified on the County Tax Maps at Sheet 243, Block 3, Lot 5.

This being the same property conveyed to the Mortgagors herein by Vivian W. Kilpatrick and Fred T. Harvell by deed of even date recorded simultaneously with this mortgage.

Mortgagee's Address:

Rt. 3, Box 262,
Piedmont, SC 29673

GCTO
-----3 JA1381

925

STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP
\$ 20.00

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 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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