

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE CO. S. C.
FILED
FEB 13 1 49 PM '81
DONNIE GRAYMERSLEY
A.M.C.

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

WHEREAS, FURMAN RAY GRAY (hereinafter referred to as Mortgagor) is well and truly indebted unto DAVID C. THOMAS C/O AVERY THOMAS, P. O. BOX 10064, Greenville, South Carolina 29603,

(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
Thirty-thousand and no/100ths Dollars (\$ 30,000.00) due and payable
in accordance with the terms of said note

with interest thereon from _____ at the rate of fifteen per centum per annum, to be paid:

Interest and Principal shall be paid on or before February 11, 1986.

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 piece, parcel or lot of land in Greenville, County, State of South Carolina, being located partly within the corporate limits of the City of Greenville, but mostly without, and being situate at the northeast corner of Rutherford and Randall Streets and being commonly known and referred to as Lots Nos. 1, 2, 3 and the greater part of Lot No. 4 of Section A of the Stone Land Company as shown on plat recorded in Plat Book "A", page 341 and having the metes and bounds thereon.

There is situate on the above described property an apartment building known as Randall Court Apartments together with a small apartment lying north of the larger apartment, and also a brick store building lying north of the smaller apartment.

The above conveyance is subject to a certain party-wall agreement between Freddie C. Charlotte and Paul G. Cushman and J. E. Shaw executed October, 1945 wherein the said J. E. Shaw was granted the privilege of tying to the northern wall of the above brick store building referred to, and to any recorded building restrictions and rights-of-way.

This conveyance is subject to any and all existing reservations, easements, rights-of-way, zoning ordinances and restrictions or protective covenants that may appear of record or on the premises and, in particular, to that certain right-of-way granted Duke Power Company by instrument recorded in Vol. 202 at Page 292; and subject further to any prior acquisition of a portion of the above described property by the South Carolina State Highway Department for the purposes of widening the abutting streets.

Derivation: This being the same property as that conveyed to Furman Ray Gray by deed of David C. Thomas dated and recorded concurrently herewith.

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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