

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE
FILED
MAR 2 3 48 PM '81
R.M.C.

LONG, BLACK & GASTON

1533 Page 993

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, MICHAEL A. DIXON

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

DANIEL L. FRY AND DAVID A. FRY

(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

TEN THOUSAND DOLLARS AND NO/100-----Dollars (\$ 10,000.00) due and payable

On or before March 1, 1991.

with interest thereon from date at the rate of 10% per centum per annum, to be paid:
In 120 consecutive monthly payments of \$132.20, beginning April 1, 1981.

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, being shown and designated as Lot 32 on Plat entitled "Look-Up Forest Subdivision, Section I" dated April 1, 1969 prepared by Carolina Engineering and Surveying Company, which plat is recorded in the RMC Office for Greenville County in Plat Book TTT at Page 79 and having, according to said plat the following metes and bounds, to-wit:

BEGINNING at a point on the western side of Forest Drive at the joint front corner of Lots 32 and 33 and running thence along the joint line of said lots S. 68-21 W. 206.2 feet to a point in the joint rear corner of Lots 32 and 33 which point is on or near a creek; thence along said creek which is the line S. 6-08 E. 96.8 feet to a point at the joint rear corner of Lots 31 and 32; thence along the joint line of said lots N. 73-48 E. 256.5 feet to a point on Forest Drive; thence along said street N. 25-15 W. 20 feet and N. 33-48 W. 100 feet to a point at the joint front corner of Lots 32 and 33, the point and place of beginning.

THIS is the same property conveyed to the mortgagors herein by deed of Daniel L. Fry and David A. Fry, dated February 27, 1981, and recorded simultaneously herewith.

THIS mortgage is junior in lien to that certain mortgage executed in favor of James E. McCoy and Wanda McCoy, recorded in the RMC Office for Greenville County on Marcy 22, 1980, and recorded in Real Estate Mortgage Book 1503 at Page 685.

SCTO --- 1 MR 281 1331

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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