

MORTGAGE OF REAL ESTATE
S. C.

1040 04

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

PH '81
MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JAMES A. LEPPARD, INDIVIDUALLY, AND JAMES A. LEPPARD, D/B/A TONY'S IMPORTS SALES AND SERVICE

(hereinafter referred to as Mortgagor) is well and truly indebted unto SOUTHERN BANK and TRUST COMPANY

(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-Six Thousand Six Hundred Nineteen and 60/100-----

Dollars (\$ 26,619.60) due and payable

In monthly installments of Three Hundred Sixteen and 90/100 Dollars (\$316.90) commencing July 22, 1981 and Three Hundred Sixteen and 90/100 Dollars (\$316.90) on the first (1st) day of each and every month thereafter until paid in full.

including interest thereon from date at the rate of -17.99- 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, on the north side of Old Highway No. 29, near Paris Station, State and County aforesaid, being shown as all of Lots 5, 6, 7, 10 & 11, and portions of Lots 2, 3 and 4 on plat of property entitled "Survey for James A. Leppard" prepared by R. B. Bruce, Engineer, December 11, 1979, which plat is recorded in the RMC Office for Greenville County, S. C., in Plat Book 7-S, at Page 86.

BEGINNING at a point on the right of way of Mooney Road and running thence with said road, S. 37-23 E. 83 feet to a point adjacent to a new road right of way; thence running with said right of way S. 50-36 W. 74.7 feet to a point on the joint boundary line of Lots Nos. 1 & 2 and running thence N. 36-43 W. 16 feet to a point; thence turning and running with the line of Lot No. 5, S. 53-40 W. 25 feet to a point; thence running N. 36-43 W. 75 feet to a point, joint rear lot lines of Lots 7 & 8 and running thence N. 56-00 E. 98.8 feet to the point of beginning.

ALSO: BEGINNING at a point on the right of way of Mooney Road, and running thence S. 32-42 E. 40 feet to a point, joint front corner of Lots Nos. 9 & 10 thence turning and running with the line of Lot No. 9, S. 57-09 W. 98.6 feet to a point; thence turning and running N. 30-42 W. 40 feet to a point; joint rear corners of Lots 11 & 12, thence running with the line of Lot No. 12 N. 57-08 E. 97.2 feet to the point of beginning.

Derivation: Jesse L. Helms, Deed Book 1117, at Page 254, recorded December 12, 1979.

ALSO: ALL that certain lot of land situate in Chick Springs Township, County of Greenville, and State of South Carolina, known and designated as Lot No. 8 of Sub-division of lots of W. D. Parish at "Paris" as shown on Plat recorded in the RMC Office for Greenville County in Plat Book "E" at Page 46, and more particularly described as follows:

BEGINNING at an iron pipe on the west side of Mooney Road at corner of Lot No. 7 and running thence with Mooney Road, N. 32-42 W. 20 feet to a stake, corner of Lot No. 9; thence with line of Lot No. 9, S. 57-18 W. 101.5 feet to a stake; thence S. 30-42 E. 12.3 feet to an iron pipe; thence S. 36-43 E. 10 feet to a stake, corner of Lot No. 7, thence with line of Lot No. 7, N. 56 W. 98.8 feet to the beginning corner.

Derivation: Heyward Morgan, et al Deed Book 1121, Page 711, recorded March 6, 1980.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
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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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