

FILED
GREENVILLE CO. S.C.
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE PH '81

MORTGAGE OF REAL ESTATE

BOOK 1553 PAGE 386

DONNIE E. TANKERSLEY
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Apex Enterprises, a South Carolina General Partnership composed of James R. Clardy, Jr. and James D. Clardy, their successors and assigns (hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Discount 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 Ten Thousand Twelve and 48/100----- Dollars \$ 10,012.48 due and payable

as per the terms of that promissory note dated September 21, 1981

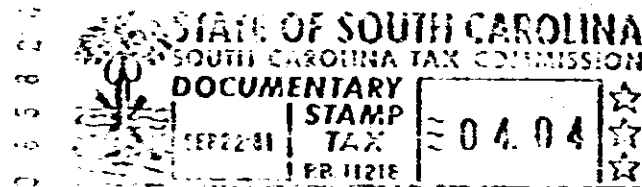
with interest thereon from date at the rate of 18% per centum per annum, to be paid: upon maturity

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 and being in Dunean Mills Village, and more particularly described as Lot No. 84, Section 6, as shown on a plat entitled "Subdivision for Dunean Mills, Greenville, S.C." made by Pickell and Pickell, Engrs., on June 7, 1948, revised June 15, 1948 and August 7, 1948, and recorded in the RMC Office for Greenville County, S.C. in Plat Book S at Pages 173-177, inclusive. According to said plat the within described lot is also known as Lot No. 7 Gallon Street and fronts thereon 55 feet.

THIS being the same property conveyed to the mortgagors herein by deed from Arthur Edwin Lehr, John Lehr and Linda M. Mayo, Individually and as Administratrix of the Estate of Leroy M. Lehr as recorded in Deed Book 155 at Page 485, in the RMC Office for Greenville County, S.C., on September 22, 1981.



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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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