

MORTGAGE OF REAL ESTATE -

BOOK 1561 PAGE 720

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

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MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, FIELDS & GLOVER, a South Carolina General Partnership

(hereinafter referred to as Mortgagor) is well and truly indebted unto FRANK S. LEAKE, JR., JAMES L. LEAKE, JR. DOROTHY L. NODINE, JERRY LEAKE and BARBARA LEAKE MAXWELL, as their interest may appear

(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 EIGHTY THOUSAND and no/100

80,000.00) due and payable

STATE OF SOUTH CAROLINA
DOCUMENTARY
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with interest thereon from date at the rate of ten (10%) per centum per annum, to be paid:

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 situate on the southwestern side of Laurens Road in Greenville County, State of South Carolina, and being the southern portion of Lot 25 on a plat of a survey made by R. A. More, March, 1945, recorded in Plat Book Q at Page 116 in the RMC Office for Greenville County and having the following metes and bounds, to-wit:

BEGINNING at a point on the southwestern side of Laurens Road at the corner of property now or formerly owned by Florence Hillhouse, which point is approximately 218.5 feet easterly from Glenn Street and running thence in a southwesterly direction along the line of the said Hillhouse property and along the rear line of Lot 21 on said plat, 243.9 feet to a point, at the joint rear corner of Lots 21, 19 and 24; thence along the line of Lot 24 in a northwesterly direction 116.3 feet to a point in line of Lot 24; thence in a northeasterly direction along line of northern portion of said Lot 25 now or formerly owned by Florence Hillhouse, 188.6 feet to a point on the southwestern side of said Laurens Road, which point is 130 feet westerly from the point of beginning; thence along the southwestern side of said Laurens Road in an easterly direction 130 feet to the point of beginning. This is the same property conveyed to Frank S. Leake and James L. Leake by deed recorded in Deed Book 288 at Page 242 in the RMC Office for Greenville County.

ALSO, all that certain piece, parcel or lot of land situate, lying and being in Greenville Township, Greenville County, State of South Carolina on the southern side of Laurens Road and adjoining property now or formerly owned by Frank S. Leake and James L. Leake, the said lot or strip of land hereby conveyed being part of Lot 23 as shown on a plat of the property of Leake-Julian-Singleton, made by Dalton & Neves, March, 1947, and being more particularly described as follows:

BEGINNING at an iron pin on the southern side of Laurens Road at the south-eastern corner of property now or formerly owned by Frank S. Leake and James L. Leake and running thence along said Laurens Road, S. 55-42 E. 4 feet to an iron pin; thence S. 59-22 W., 169.2 feet to an iron pin in the rear of Julian-Singleton property; thence S. 54-46 W. 10 feet to an iron pin in the rear of the Leake property; thence along line of Leake property, N. 61-53 E. 168.9 feet to the beginning point. This is the same property conveyed to Frank S. Leake and James L. Leake by deed recorded in Deed Book 343 at Page 379 in the RMC Office for Greenville County.

This is part of the property inherited by the Mortgagees herein through the Estate of Frank S. Leake, Sr. and the Estate of James Louis Leake, Sr. and also an interest in the property was deeded to the Mortgagees herein by Deed of Barbara Leake Maxwell dated October 13, 1972 and recorded in the RMC Office for Greenville County in Book 958 at Page 131.

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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