LAW OFFICES OF LATHAN, SMITH & BARBARE, P.A., GREENVILLE, SOUTH CAROLINA

MORTGAGE OF REAL ESTATE

vol 1008 25912

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTCAGE OF REAL ESTATE

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TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Stephen R. Murphy and Mary Susan Murphy, a/k/a May Susan Murphy

(hereinaster referred to as Mortgagor) is well and truly indebted unto C. Harrell Krell and Vivian B. Krell

(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 Sixty-One Thousand and No/100-----

---- Dollars (\$ 61,000.00) due and payable

as provided for in Promissory Note executed of even date herewith, the terms of which are incorporated herein by reference thereto.

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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's heirs, 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 certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, on the north side of Garlington Road and being shown and designated as Lot No. 105 of SHANNON FOREST, plat of which is recorded in the RNC Office for Greenville County in Plat Book 10-G at Page 27 and having such metes and bounds as shown thereon, reference to said plat being made for a more complete description.

THIS is the same property as that conveyed to the Mortgagors herein by deed of Louis A. Garlington, Evelyn P. Garlington and Alma C. Garlington recorded in the RMC Office for Greenville County in Deed Book 1203 at Page 205 on December 23, 1983.

THE mailing address of the Mortgagees herein is 500 Spring Forest Road, Greenville, South Carolina 29615.

CYCLE OF SOUTH CAROLINA

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 fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.



A TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that is is lawfully seized of the premises bereinabove 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 at provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.