

MORTGAGE OF REAL ESTATE -

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE
JUN 29 11 30 AM '84
L. R. SUMMEY

MORTGAGE OF REAL ESTATE

VOL 1669 PAGE 774

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, James B. Clark and Sybil T. Clark

(hereinafter referred to as Mortgagor) is well and truly indebted unto L. R. Summey and Bert Summey

(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 and no/100-----Dollars (\$ 10,000.00) due and payable

according to the terms of a note executed of even date herewith and incorporated herein by reference

~~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:~~

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 tract of land in the County of Greenville, State of South Carolina, in Bates Township, at Marietta, containing 4.39 acres, more or less, as is shown on plat entitled "L.H. Tankersley, Trustee" recorded in the R.M.C. Office for Greenville County in Plat Book 4-0 page 359, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of Longive Avenue, at the corner of Lot 22 of section One of Oakmonts Subdivision, and running thence along said Avenue S. 50-49 W. 595 feet to an iron pin; thence with the intersection N. 80-35 W. 33.1 feet to the northeastern side of an unnamed County Road, thence with said road N. 31-59 W. 262.9 feet to an iron pin; thence with the intersection N. 8-27 E. 38.1 feet to an iron pin on the southeastern side of Oakland Avenue (Bates Road); thence with said Avenue N. 48-53 E. 556.1 feet to an iron pin at the corner of Lot 9 of Oakmonte Subdivision; thence S. 39-11 E. 330 feet to the point of beginning.

THIS conveyance is subject to all roads, restrictions, easements, zoning ordinances and rights-of-way, if any, affecting said premises.

THIS is the same property conveyed to the Mortgagors herein by deed of Jack J. Remick recorded in the Greenville County RMC Office in Deed Book 1215, Page 856 on June 28, 1984.

THE Mortgagor herein does hereby covenant and represent unto the said Mortgagee, its successors and assigns, that they are fully seized in fee of the property above-described, and that the property is free from all encumbrances except a mortgage to Poinsett Federal Savings and Loan recorded June 28, 1984, in the RMC Office for Greenville County in Mortgage Book 1669, Page 715.

JUN 28 1984 11 16

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
JUN 28 1984 TAX \$ 04.00

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.

4.00 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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