

MORTGAGE OF REAL ESTATE - FILED
GREENVILLE CO. S.C. MORRAH, JR., Attorney at Law, Greenville, S. C.

BOOK 1378 PAGE 534

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

1974 11 30 AM 11:15
CONNIE S. TANKERSLEY
R.H.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, PRESTON S. MARCHANT

(hereinafter referred to as Mortgagor) is well and truly indebted unto FIRST PIEDMONT BANK & 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 Six Thousand and no/100 ----- Dollars (\$ 6,000.00) due and payable

six months from date

with interest thereon from date at the rate of 8% per centum per annum, to be ~~paid~~ discounted in advance

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 or near the Southerly side of S. C. Highway No. 291, near the City of Greenville, being known and designated as a portion of Lots Nos. 23, 24, 25, 26, 27, 28, 29 and 44 as shown on plat entitled "Paramount Park", prepared by Piedmont Engineering Service, dated July, 1949, recorded in the RMC Office for Greenville in Plat Book W at Page 57 and having, according to said plat, the following metes and bounds:

Portion of Lots Nos. 23, 24, 25, 26, 27, 28 and 29:

BEGINNING at a point on the Southerly side of S. C. Highway No. 291 at the joint front corner of the premises herein described and property now or formerly of Chanticleer Real Estate Company and running thence with the Southerly side of S. C. Highway No. 291 S. 46-41 W. 425 feet to an iron pin at the joint front corner of the premises herein described and property now or formerly of W. N. Leslie, Inc.; thence with the line of said S. N. Leslie, Inc. property S. 43-15 E. 125 feet, more or less, to a point in the line of Lot No. 46; thence with the line of Lots Nos. 46, 45, 44, 43, 42, 41 and 40 N. 46-45 E. 425 feet to a point at the joint rear corner of the premises herein described and said Chanticleer Real Estate Company property; thence with the line of said Chanticleer Real Estate Company property, N. 43-15 W. 126.2 feet, more or less, to the point of beginning.

Portion of Lot No. 44:

BEGINNING at a point in the joint rear line of Lots Nos. 25 and 44, said point being S. 46-45 W. 21.5 feet from the joint rear corner of Lots Nos. 43 and 44 and running thence with the rear line of Lot No. 44 S. 46-45 W. 27 feet to a point; thence with the new line through Lot No. 44, S. 43-15 E. 20 feet to a point; thence continuing with the new line through Lot No. 44 N. 46-45 E. 27 feet to a point; thence still continuing with the new line through Lot No. 44 N. 43-15 W. 20 feet to the point of beginning. Together with an easement for ingress and egress across said Lot # 44, said easement having a width of 12 feet and extending from the northwest side of Crosby Circle to the rear line of Lot 44 along and parallel to the southwest side of said Lot.

This mortgage constitutes a second mortgage subject to the prior lien of a mortgage held by Fidelity Federal Savings and Loan Association dated August 9, 1976 and recorded in the RMC Office for said County in REM Book 1375, Page 320, in the sum of \$115,000.00

Being the same property conveyed to the mortgagor by deed of Frank P. McGowan, Jr., Master, dated April 5, 1971 and recorded in Deed Book 912 at Page 235, RMC Office for Greenville County, S. C.

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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 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.

(CONTINUED ON NEXT PAGE)

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