

GREENVILLE, CO. S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

OCT 17 9 42 AM '77
DONNIE S. TANKERSLEY
R.M.C.

1413 17

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, WILLIAM L. ECKSTEIN, TRUSTEE OF THE PENSION PLAN & TRUST OF WILLIAM L. ECKSTEIN, M.D., P.A.

(hereinafter referred to as Mortgagor) is well and truly indebted unto SOUTHERN 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

-----FIFTEEN THOUSAND AND 00/100----- Dollars (\$ 15,000.00) due and payable

in 120 monthly installments of \$190.02 each, beginning on the 10th day of December, 1977, and on the 10th day of each month thereafter until paid in full.

with interest thereon from date at the rate of 9 per centum per annum, to be paid: October 14, 1987

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 SITUATE, LYING AND BEING ON THE EAST SIDE OF OLD GROVE ROAD, NEAR THE CITY OF GREENVILLE, IN GANTT TOWNSHIP, GREENVILLE COUNTY, STATE OF SOUTH CAROLINA, SHOWN AS LOT NUMBER FIVE (NO. 5) ON PLAT OF FRESH MEADOW FARM MADE BY M.H. WOODWARD, ENGINEER, MAY 21, 1945, RECORDED IN THE R.M.C. OFFICE FOR GREENVILLE COUNTY IN PLAT BOOK "M" AT PAGE 127, AND, ACCORDING TO SAID PLAT, HAVING THE FOLLOWING METES AND BOUNDS, TO-WIT:~~

ALL that certain piece, parcel or lot of land situate, lying and being on the east side of Old Grove Road, near the City of Greenville, in Gantt Township, Greenville County, State of South Carolina, shown as Lot Number Five (No. 5) on plat of Fresh Meadow Farm made by M.H. Woodward, Engineer, May 21, 1945, recorded in the R.M.C. Office for Greenville County in Plat Book "M" at page 127, and, according to said plat, having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the east side of Old Grove Road at joint corner of Lots Nos. 5 and 6, also being Eighty-Seven (87) feet south from the southeast corner of the intersection of Old Grove Road and High Valley Boulevard, and running thence with the line of Lot No. 6, S. 89-43 E. 250 feet to an iron pin; thence with the line of Lot No. 9, S. 00-07 W. 87 feet to an iron pin; thence with the line of Lot No. 4, N. 89-43 W. 250 feet to an iron pin on the east side of Old Grove Road; thence, N. 00-07 E. 87 feet along eastern side of Old Grove Road to the point of beginning.

This property is conveyed subject to the building restrictions applicable to Fresh Meadow Farm as contained and set forth in instrument dated July 9, 1945, recorded in Deed Book 289, page 8 in said R.M.C. Office.

Together with all the rights and privileges in connection with water line mentioned and as same is set forth in deed of said property, executed to us by L.A. Moseley and C. Henry Branyon, dated June 13, 1946, recorded in Vol. 294 at page 124 in said R.M.C. Office.

This being the same property acquired by deed dated Oct. 14, 1977 and recorded in the R.M.C. Office for Greenville County on Oct. 17, 1977 in Deed Book 1066 at page 829, by deed of James L. Riddle, et al.

5072-70
02-17-70

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP TAX
OCT 17 1977
P.B. 11218
06.00

Together with all and singular rights, members, herditaments, 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.

0017

4328 RV-27