

## **MORTGAGE**

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STATE OF SOUTH CAROLINA, COUNTY OF Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN: Marshall Mattress and Brenda G. Mattress

Greenville, South Carolina

, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto South Carolina National Bank

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3) 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, the following-described real estate situated in the County of **Greenville**State of South Carolina:

All that certain piece, parcel or lot of land in the County of Greenville, State of South Carolina, on the north side of Prestbury Drive and the east side of Idlewild Avenue and being known and designated as Lot 94 according to a plat prepared by Enwright Associates, January 17, 1972, entitled "Idlewild", and said plat being recorded in the RMC Office for Greenville, S. C. in Plat Book 4-N at Pages 54 and 55 and having, according to said plat, the following metes and bounds, to wit:

Beginning at an iron pin on the east side of Idlewild Avenue at the joint corner of Lots 93 and 94 and runs thence along the line of Lots 93 and 92 N 69-44 E 135.4 feet to an iron pin; thence along the line of Lot 95 S 20-38 E 126.3 feet to an iron pin on the north side of Prestbury Drive; thence along Prestbury Drive S 74-01 W 54.9 feet to an iron pin at the intersection of Prestbury Drive and Idlewild Avenue; thence with the intersection of said drive and avenue N 75-42 W 43.2 feet to an iron pin on the east side of Idlewild Avenue; thence along Idlewild Avenue N 45-26 W 108 feet to the beginning corner.

This is the same property heretofore conveyed to the Mortgagors herein by deed from James G. Gilliland and Betty W. Gilliland dated August 29, 1979 and recorded August 30, 1979 in the RMC Office for Greenville County in Deed Book 1/16 at Page 394.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and equipment now or hereafter attached to or used in connection with the real estate herein described.

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

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he has good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever. The Mortgagor further covenants to warrant and forever defend all and singular the premises unto the Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor covenants and agrees as follows:

1. That he will promptly pay the principal of an interest on the indebtedness evidenced by the said note, at the times and in the manner herein provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity: provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

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