STATE OF SOUTH CAROLINA TO SERSLEY COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, CLYDE C. RICHARD, JR.

(hereinafter referred to as Mortgagor) is well and truly indebted unto CAPITAL BANK AND TRUST OF PIEDMONT, SOUTH CAROLINA,

(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 Nineteen Thousand and 00/100

Dollars (\$ 19,000.00) due and payable in monthly installments of Two Hundred Sixty-Two and 58/100 (\$262.58) Dollars, commencing on the 15th day of March, 1980, and on the 15th day of each month thereafter until paid, except the final payment of principal and interest, if not sooner paid, shall be due and payable on 15th day of February, 1992.

with interest thereon from date at the rate of 13% per centum per annum, to be paid: annually.

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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, 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, Gantt Township, on the east side of Augusta Road (U.S. Hwy. No. 25), being known and designated as Lot Number 100 of Pecan Terrace Subdivision as shown on plat prepared by Piedmont Engineering Service, dated March 27, 1953, which plat is recorded in Plat Book GG, at Page 9, of the R.M.C. Office for Greenville County, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of U. S. Highway No. 25 at the joint front corner of Lots 99 and 100 and running thence along the said Highway, N. 14-12 E. 115 feet to an iron pin at the joint front corner of Lots 100 and 101; thence turning and running with the common line of said lots, S. 75-48 E. 90 feet to an iron pin; thence turning and running with the common line of Lots 100 and 102, S. 3-14 W. 117.3 feet to an iron pin at the joint rear corner of Lots 99 and 100; thence with the common line of said lots, N. 75-48 W. 112.6 feet to the point of beginning.

DERIVATION: This being the same property conveyed to the Mortgagor by Deed dated this date from Roy Bailey and Yvonne L. Bailey, said Deed to be recorded herewith this date in Deed Book 1119, at Page 728, in R.M.C. Office for Greenville County, South Carolina.

TO STAND TO

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.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its beirs, 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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